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Printed for distribution and sessional papers.

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1. Report of the Auditor General for the year ended 31st March, 1911. Volume 1, Parts A to P, and Vol. 2, Parts Q to Y. Presented 10th January, 1912, by Hon. Mr. White.

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CONTENTS OF VOLUME 2.

2. Public Accounts of Canada, for the fiscal year ending 31st March, 1911. Presented by Hon. Mr. White, November 20, 1911.. ..*Printed for distribution and sessional papers.*

3. Estimates for fiscal year ended 31st March, 1911. Presented 29th November, 1911, by Hon. Mr. White.. .. ..*Printed for distribution and sessional papers.*

3*a*. Estimates for the fiscal year ending 31st March, 1913. Presented 10th January, 1912, by Hon. Mr. White.. .. ..*Printed for both distribution and sessional papers.*

3*b*. Supplementary Estimates for the fiscal year ending 31st March, 1912. Presented 13th March, 1912, by Hon. Mr. White..*Printed for both distribution and sessional papers.*

4. Supplementary Estimates for the fiscal year ending 31st March, 1913. Presented by Hon. Mr. White, 26th March, 1912.. .. ..*Printed for distribution and sessional papers.*

5. Further Supplementary Estimates for fiscal year ending 31st March, 1912. Presented by Hon. Mr. White, 26th March, 1912.

Printed for distribution and sessional papers.

6. List of Shareholders in the Chartered Banks of the Dominion of Canada for year ended 31st December, 1911. Presented by Hon. Mr. White.

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7. Report on dividends remaining unpaid, unclaimed balances and unpaid drafts and bills of exchange in Chartered Banks of the Dominion of Canada for five years and upwards prior to 31st December, 1911.

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8. Report of the Superintendent of Insurance for year ended, 1911. Presented by Hon. Mr. White, 20th November, 1911... .. .. ..*Printed for distribution and sessional papers.*

9. Abstract of Statements of Insurance Companies in Canada for the year ended 1911. Presented by Hon. Mr. White.. .. ..*Printed for distribution and sessional papers.*

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10. Report of the Department of Trade and Commerce for the fiscal year ended 31st March, 1911. (Part I.—Canadian Trade). Presented by Hon. Mr. Foster, 23rd February, *Printed for distribution and sessional papers.*

10*a*. Report of the Department of Trade and Commerce for the year ended 31st March, 1911. (Part II.—Canadian Trade with (1) France, (2) Germany, (3) United Kingdom, and (4) United States). Presented by Hon. Mr. Foster, 10th January, 1912. *Printed for distribution and sessional papers.*

10*b*. Report of the Department of Trade and Commerce for the fiscal year ended 31st March, 1911. (Part III.—Canadian Trade). Presented by Hon. Mr. Foster, 25th March, 1912.. .. ..*Printed for distribution and sessional papers.*

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10*c*. Report of the Department of Trade and Commerce for the fiscal year ended 31st March, 1911. (Part IV.—Miscellaneous Information). Presented by Hon. Mr. Foster, 7th February, 1912.. .. ..*Printed for distribution and sessional papers.*

10*d*. Report of the Department of Trade and Commerce for the fiscal year ended 31st March, 1911. (Part V.—Grain Statistics, &c.) Presented by Hon. Mr. Foster. *Printed for distribution and sessional papers.*

10*e*. Report of the Department of Trade and Commerce for the fiscal year ended 31st March, 1911. (Part VI.—Subsidized Steamship Services). Presented by Hon. Mr. Foster, 1st April, 1912.. .. ..*Printed for distribution and sessional papers.*

10*f*. Report of Trade and Commerce for fiscal year ended 31st March, 1911. (Part VII.—Trade of Foreign Countries, Treaties and Conventions). Presented by Hon. Mr. Foster.. .. ..*Printed for distribution and sessional papers.*

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11. Report of the Department of Customs for the year ended 31st March, 1911. Presented by Hon. Mr. Roche, 10th January, 1912. *Printed for distribution and sessional papers.*

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12. Reports, Returns and Statistics of the Inland Revenue for the Dominion of Canada, for the year ended 31st March, 1911. (Excise, Part I). Presented by Hon. Mr. Nantel, 30th November, 1911.. .. ..*Printed for distribution and sessional papers.*

13. Report Department of Inland Revenue. (Part II.—Inspection of Weights and Measures, Gas and Electric Light). Presented by Hon. Mr. Nantel, 30th November, 1911. *Printed for distribution and sessional papers.*

14. Reports, Returns and Statistics of the Inland Revenues for the Dominion of Canada, for the year ended 31st March, 1911. Part III.—Adulteration of Food. Presented by Hon. Mr. Nantel, 11th January, 1912. *Printed for distribution and sessional papers.*

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15. Report of the Minister of Agriculture for the Dominion of Canada, for the year ended 31st March, 1911. Presented by Hon. Mr. Burrell, 1st December, 1911.
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15*a*. Report of the Dairy and Cold Storage Commissioner for the fiscal year ending 1911. Presented by Hon. Mr. Burrell... .. ..*Printed for distribution and sessional papers.*

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15*b*. Report of the Veterinary Director General and Live Stock Commissioner, J. G. Rutherford, for the year ending 1910. Presented by Hon. Mr. Burrell.
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15*c*. Report of the Veterinary Director General and Live Stock Commissioner for the year ending 31st March, 1911. Presented by Hon. Mr. Burrell, 1st December, 1911.
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16. Report of the Director and Officers of the Experimental Farms for year ending 31st March, 1911. Presented by Hon. Mr. Burrell, 1st December, 1911.
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17. Criminal Statistics for the year ended 1910. Presented by Hon. Mr. Doherty.
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18. Return of the Twelfth General Election for the House of Commons, 1911.
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18*a*. Return of By-Elections (Twelfth Parliament) for the House of Commons, 1911.
Printed for distribution and sessional papers.

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19. Report of the Minister of Public Works, for the fiscal period ended 31st March, 1911. Presented by Hon. Mr. Monk, 1st December, 1911. Vols. I and II.
Printed for distribution and sessional papers

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20. Report of the Department of Railways and Canals for fiscal year, 1st April, 1910 to 31st March, 1911. Presented by Hon. Mr. Cochrane, 12th January, 1912.
Printed for distribution and sessional papers.

20*a*. Canal Statistics for season of navigation of 1911.
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20*b*. Railway Statistics of the Dominion of Canada for the year ended 30th June, 1911. Presented by Hon. Mr. Cochrane, 1st February, 1912.
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20*c*. Sixth Report of the Board of Railway Commissioners for Canada, for the year ending 31st March, 1911. Presented by Hon. Mr. Cochrane, 29th March, 1912.
Printed for distribution and sessional papers.

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20*d*. Telephone Statistics of the Dominion of Canada, for the year ended 30th June, 1911. Presented by Hon. Mr. Cochrane, 8th March, 1912.
Printed for distribution and sessional papers.

20*e*. Express Statistics of the Dominion of Canada for the year ended 30th June, 1911. Presented by Hon. Mr. Cochrane, 8th March, 1912.
Printed for distribution and sessional papers.

21. Report of the Department of Marine and Fisheries, for the year ending 31st December, 1911. (Marine). Presented by Hon. Mr. Hazen, 22nd January, 1912.
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21*a*. Tenth Report of the Geographic Board of Canada, for year ending 30th June, 1911. Also Appendix Handbook of Indians of Canada.
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21b. List of Shipping issued by Department of Marine and Fisheries. Vessels in registry books of Canada, for year 1911. Presented by Hon. Mr. Hazen.
Printed for distribution and sessional papers.

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22. Report of the Department of Marine and Fisheries, 1911. (Fisheries). Presented by Hon. Mr. Hazen, 12th January, 1912.
Printed for distribution and sessional papers.

23. Supplement to the Forty-fourth Annual Report of the Department of Marine and Fisheries for the year ending 31st December, 1910—Marine—Report of the Harbour Commissioners for Montreal, Quebec, &c. Presented by Hon. Mr. Hazen, 22nd January, 1912.. .. ..*Printed for distribution and sessional papers.*

23*a*. Report of the Chairman of the Board of Steamboat Inspection for the fiscal year 1911. Presented by Hon. Mr. Hazen, 22nd January, 1912.
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24. Report of the Postmaster General for the year ended 31st March, 1911. Presented by Hon. Mr. Pelletier, 24th November, 1911.
Printed for distribution and sessional papers.

25. Report of the Department of the Interior, for the fiscal year ending 31st March, 1911. Presented by Hon. Mr. Rogers, 12th January, 1912.
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25*a*. Report of Chief Astronomer, Department of the Interior, for year ending 31st March, 1910. Vol. II. and IIII.
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25*a*. Report of Chief Astronomer, Department of the Interior, for year ending 31st March, 1911.. .. ..*Printed for distribution and sessional papers.*

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25*b*. Annual Report of the Topographical Surveys Branch, Department of the Interior, 1910-11.. .. ..*Printed for distribution and sessional papers.*

25*d*. Report of progress of stream measurements for the calendar year 1910.
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26. Summary Report of the Geological Survey Branch, Department of Mines, for calendar year 1911.. .. ..*Printed for distribution and sessional papers.*

26a. Summary Report of the Mines Branch Department of Mines, for the calendar year 1910. Presented by Hon. Mr. Nantel, 11th January, 1912.
Printed for distribution and sessional papers.

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27. Report of the Department of Indian Affairs for the year ended 31st March, 1911. Presented by Hon. Mr. Rogers, 11th January, 1912.
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28. Report of the Northwest Mounted Police, for year 1911. Presented by Rt. Hon. Mr. Borden, 10th January, 1912... .. .. ..*Printed for distribution and sessional papers.*

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29. Report of the Secretary of State of Canada for year ended 31st March, 1911. Presented by Hon. Mr. Roche, 30th November, 1911
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29*b*. Report of the Secretary of State for External Affairs for the fiscal year ended 31st March, 1911. Presented by Hon. Mr. Roche, 11th January, 1912.
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30. Civil Service List of Canada, 1911. Presented by Hon. Mr. Roche, 30th March, 1912.
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31. Report of the Civil Service Commission of Canada for the period from 1st September to 31st August, 1911. Presented by Hon. Mr. Roche, 12th January, 1912.
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32. Annual Report of the Department of Public Printing and Stationery for the year ended 31st March, 1911. Presented by Hon. Mr. Roche, 6th March, 1912.
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33. Report of the Joint Librarians of Parliament for the year 1911. Presented by Hon. The Speaker, 16th November, 1911... .. ..*Printed for sessional papers.*

33*a*. Report of the Joint Committee Library of Parliament for year 1911. Presented by Hon. The Speaker, 18th March, 1912.. .. ..*Printed for sessional papers.*

34. Report of the Minister of Justice as to Penitentiaries in Canada for fiscal year ended 31st March, 1911. Presented by Hon. Mr. Doherty, 10th January, 1912.
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35. Report of the Militia Council for the fiscal year ending 31st March, 1911. Presented by Hon. Mr. Hughes, 8th February, 1912.
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36. Report of the Department of Labour for year ending 31st March, 1911. Presented by Hon. Mr. Crothers, 12th January, 1912.
Printed for distribution and sessional papers.

36*a*. Fourth Report of Proceedings under the Industrial Disputes Investigation Act, 1907. Presented by Hon. Mr. Crothers, 12th January, 1912.
Printed for distribution and sessional papers.

36*c*. Report of proceedings under the Combines Investigation Act, for the year ended 31st March, 1911. Presented by Hon. Mr. Crothers, 10th January, 1912.
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37. Report of the Transcontinental Railway Commission for year ending 31st March, 1911. Presented by Hon. Mr. Cochrane.. ..*Presented for distribution and sessional papers.*

38. Report of the Department of the Naval Service, for the fiscal year ending 31st March, 1911. Presented 10th January, 1912, by Hon. Mr. Hazen.

Printed for distribution and sessional papers.

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39. Statement of Governor General's Warrants issued since the last Session of Parliament on account of 1911-12. Presented 20th November, 1911, by Hon. Mr. White.

Not printed.

40. Copy of Order in Council, dated 7th August, 1911, *re* "Extra Pay of Officers, and Men serving in the Naval Service of Canada."

Copy of Order in Council, dated 10th August, 1911, *re* "Payment to Ministers of Religion of various denominations for religious ministration to Officers and Men belonging to the Naval Foces of Canada."

Copy of Order in Council, dated 18th October, 1911, *re* "Regulations for the entry of Naval Cadets for the Naval Service."

Copy of Order in Council, dated 25th October, 1911, *re* "Regulations for Courts Martial." Presented 20th November, 1911, by Hon. Mr. Hazen.. .. .. ..*Not printed.*

40*a*. Copy of Order in Council, dated 7th August, 1911, *re* "Consolidated Allowance in lieu of Lodging, Provisions, Fuel, Light, &c., for the Naval Service of Canada." Presented 29th November, 1911 by Hon. Mr. Hazen.. .. ..*Not printed.*

40*b*. Copy of Order in Council, No. P.C. 2843, dated 16th December, 1911—"Regulations *re* Distinguishing Flag and Pendants to be flown by the Ships of the Royal Canadian Navy." Presented 1st January, 1912, by Hon. Mr. Hazen.. .. ..*Not printed.*

40*c*. Copy of Order in Council, dated 27th January, 1912, *re* Gratuities to Widows of Seamen, killed on duty. Presented 8th February, by Hon. Mr. Hazen..*Not printed.*

40*d*. Return to an Address to His Royal Highness the Governor General of the 29th November, 1911, for a copy of all Correspondence between His Majesty's Government in Canada and His Majesty's Government in England, subsequent to the last Imperial Conference, concerning the Naval Service of Canada, or in any way connected with it. Presented 15th February, 1912.—*Mr. Lemieux.*

Printed for distribution and sessional papers.

40*e*. Copy of Order in Council P.C., 16/168, dated 27th January, 1912, *re* Daily Rates of Pay and allowances for Bandsmen in the Royal Canadian Navy.—(*Senate*).

Not printed.

40*f*. Copy of Order in Council No. P.C. 186, 30th January, 1912, *re* transfer of certain Naval Reserve Lands by the Imperial Government to the Dominion Government and the reservation of the same for Naval and Military purposes.—(*Senate.*)..*Not printed.*

40*g*. Copy of Order in Council P.C., 16/168 dated 27th January, 1912, *re* Daily Rates of Pay and Allowances for Bandsmen in the Royal Canadian Navy. Presented 27 February, 1912, by Hon. Mr. Hazen.. .. ..*Not printed.*

40*h*. Copy of Order in Council No. P.C. 196, dated 30th January, 1912 *re* transfer of certain Naval Reserve Lands by the Imperial Government to the Dominion Government and the reservation of the same for Naval and Military purposes. Presented 27th Feb ruary, 1912, by Hon. Mr. Hazen.. .. ..*Not printed.*

40*i*. Return to an Order of the House of the 5th February, 1912, for a copy of the memorandum of Admiral Kingsmill, dated 9th October, 1911, referred to by the Minister of Marine and Fisheries in answer to a question put to him on the 15th January, 1912. Presented, 11th March, 1912, by Hon. Mr. Hazen.. .. ..*Not printed.*

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41. Statement of Superannuation and Retiring Allowances in the Civil Service during the year ended 31st December, 1911, showing name, rank, salary, service, allowance and cause of retirement of each person superannuated or retired; also, whether vacancy filled by promotion or by new appointment, and salary of any new appointee. Presented 20th November, 1911, by Hon. Mr. White.. .. ..*Not printed.*

42. Statement of Expenditure on account of "Miscellaneous Unforeseen Expenses," from the 1st April, 1911, to the 16th November, 1911, in accordance with the Appropriation Act of 1911. Presented 20th November, 1911, by Hon. Mr. White.. .. ..*Not printed.*

43. Civil Service Insurance Act. Statement concerning. Presented 20th November, 1912. *Not printed.*

44. Return, in pursuance of Section 16 of the Government Annuities Act, 1908, containing Statement of the business done during the fiscal year ending 31st March, 1911. Presented 21st November, 1911, by Hon. Mr. Foster.. .. ..*Not printed.*

44*a*. Return to an Order of the Senate, dated 8th February, showing:—1. The number of persons who have been appointed to the position of lecturers upon the subject of Annuities under chapter 5, 7-8 Edward VII, "An Act to authorize the issue of Government Annuities for Old Age and Amendments thereto." 2. The names of such lecturers, the amount of salary paid to each, of travelling expenses or payments for any other service rendered in connection therewith. 3. The number of clerks and others employed in connection with the organization and putting into force the provisions of the Annuities Act; and the salaries and wages paid to each one so employed. 4. The total expense incurred in the organization of Annuities Branch of the Public Service, to the end of December, 1911.—(*Senate*).. .. ..*Not printed.*

44*b*. Return to an Order of the Senate, dated 6th February, 1912, showing:—1. The number of annuitants and parties having made payments on account of purchase of same up to the 1st February, 1912. 2. The amount of money paid in to the same date. 3. The number of contracts for annuities entered into in each month from the 1st January, 1911, to the 1st February, 1912. 4. The number of letters received by the officials in charge of the Annuities Branch during same period?—(*The Senate.*).. ..*Not printed.*

45. Report of the proceedings for the preceding year of the Commisioners of Internal Economy of the House of Commons, pursuant to Rule 9. Presented 24th November, 1911, by Hon. The Speaker.. .. ..*Not printed.*

46. Copies of General Orders promulgated to the Militia for the period between 1st November, 1910, and 2nd November, 1911, inclusive. Presented 24th November, 1911, by Hon. Mr. Hughes.. .. ..*Not printed.*

47. Report of the Commission of Conservation on the Water-Powers of Canada. Presented 28th November, 1911, by Hon. Mr. Burrell.. .. ..*Not printed.*

48. Return respecting Trade Unions under Chap. 125, R.S.C., 1906. Presented 30th November, 1911, by Hon. Mr. Roche.. .. ..*Not printed.*

49. Detailed statement of all bonds or securities registered in the Department of the Secretary of State of Canada, since last return (29th November, 1910), submitted to the Parliament of Canada, under Section 32 of Chap. 19, R.S.C., 1906. Presented 30th November, 1911.—*Hon. Mr. Roche*.. .. ..*Not printed.*

50. Statement of Receipts and Expenditures of the National Battlefields Commission to 31st March, 1911. Presented 30th November, 1911.—*Hon. Mr. White.*

Printed for sessional papers.

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51. Statements of Receipts and Expenditures of the Ottawa Improvement Commission to 31st March, 1911. Presented 30th November, 1911.—*Hon. Mr. White*... ..*Not printed.*

51*a*. Return respecting work done by Ottawa Improvement Commission for beautifying of Ottawa.—(*Sir Wilfrid Laurier.*) Presented 22nd February, 1912.
Printed for distribution and sessional papers.

51*b*. Report of the Ottawa Improvement Commission for the fiscal year ending 31st March, 1911. Presented by Hon. Mr. White, 18th March, 1912.. .. ..*Not printed.*

52. Statement of the affairs of the Royal Society of Canada, for the year ended 30th April, 1911. Presented 30th November, 1911.—*Hon. Mr. White*.. .. ..*Not printed.*

53. Regulations under "The Destructive Insect and Pest Act."—(*For distribution*). Presented 1st December, 1911.—*Hon. Mr. Burrell*
Printed for distribution and sessional papers.

54. Return of Orders in Council passed regulations and forms prescribed between the 1st October, 1910, and 30th September, 1911, in accordance with the provisions of Section 57 of the Irrigation Act, Chapter 61 Revised Statutes of Canada, 1906. Presented 1st December, 1911.—*Hon. Mr. Foster*.. .. ..*Not printed.*

55. Return of Orders in Council passed between the 1st of October, 1910, and the 31st July, 1911, in accordance with the provisions of Section 5 of the Dominion Lands Survey Act, Chapter 21, 7-8 Edward VII. Presented 1st December, 1911.—*Hon. Mr. Foster.*
Not printed.

55*a*. Return of Orders in Council which have been published in the *Canada Gazette*, between 1st October, 1910, and 31st July, 1911, in accordance with the provisions of Section 77 of the Dominion Lands Act, Chapter 20 of the Statutes of Canada, 1908. Presented 1st December, 1911.—*Hon. Mr. Foster*.. .. ..*Not printed.*

55*b*. Return of Orders in Council which have been published in the *Canada Gazette* and in the British Columbia *Gazette*, between 1st October, 1910, and 31st July, 1911, in accordance with provisions of Sub-section (*d*) of Section 38 of the regulations for the survey, administration, disposal and management of Dominion Lands within the 40-mile Railway Belt in the Province of British Columbia. Presented 1st December, 1911.—*Hon. Mr. Foster*.. .. ..*Not printed.*

55*c*. Supplementary Return of Certain Orders in Council in accordance with the provisions of Section 77 of the Dominion Lands Act, Chapter 20 of the Statutes of Canada, 1908.—(*Senate.*).. .. ..*Not printed.*

55*d*. Supplementary Return of Orders in Council which have been published in the *Canada Gazette*, between 1st August, 1911, and 15th November, 1911, in accordance with the provisions of Section 77 of the Dominion Lands Act, Chapter 20 of the Statutes of Canada, 1908. Presented 7th February, 1912.. .. ..*Not printed.*

56. Return of Orders in Council passed between the 1st October, 1910, and the 30th September, 1911, in accordance with the provisions of the Forest Reserve Act, Section 19, of Chapter 10, 1-2 George V. Presented 1st December, 1911.—*Hon. Mr. Foster.*
Not printed.

56*a*. Return of Orders in Council passed between the 1st October, 1910, and the 30th September, 1911, in accordance with the provisions of the Rocky Mountain Park Act, Section 5 of Chapter 60, Revised Statutes of Canada. Presented 1st December, 1911. —*Hon. Mr. Foster*.. .. ..*Not printed.*

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57. Return (in so far as the Department of the Interior is concerned) of Copies of all Orders in Council, plans, papers, and correspondence which are required to be presented to the House of Commons, under a Resolution passed on 20th February, 1882, since the date of the last return, under such Resolution. Presented 5th December, 1911.—*Hon. Mr. Rogers*.. .. ..*Not printed.*

58. Statement of Expenditure as bounty to deep-sea fishermen for the year 1910-11, pursuant to Chapter 46 of the Revised Statutes of Canada, 1906, intituled: "An Act to encourage the development of the Sea Fisheries and the building of Fishing Vessels." Presented 5th December, 1911.—*Hon. Mr. Hazen*.. .. ..*Not printed.*

59. Communication from the Right Honourable Baron Strathcona and Mount Royal, G.C.M.G., &c., on the subject of cheaper transmission of press cablegrams, &c.—(*Sessional papers*). Presented 7th December, 1911.—*Hon. Mr. Borden.*

Printed for sessional papers.

60. Report of the Commissioner, Dominion Police Force, for the year 1911. Presented 10th January, 1912.—*Hon. Mr. Doherty*.. .. ..*Not printed.*

61. Return to an Order of the House of the 27th February, 1911, showing all Statutes, regulations, reports and proceedings in the courts of the United States or in the counts of any of the respective States, and all other documents, papers and information of every kind touching or concerning the methods and operations of the meat trust and other trusts and combines in the United States, and touching the results both to the producer and to the consumer of such methods and operations, including all departmental proceedings and reports and other proceedings and reports of the Government of the United States or of any department thereof with respect to the matters aforesaid, and in general all available information in respect to the operations of such trusts and combines in the United States. Presented, 10th January, 1912.—*Mr. Meighen*... .. ..*Printed for sessional papers.*

62. Return to an Order of the House of the 29th November, 1911, for a copy of all papers, letters, telegrams, and other documents in connection with the acceptance of a tender of the McDiarmid Company, Limited, for the construction of the Moosejaw public building, and the cessation of all construction thereof. Presented 10th January, 1912.—*Mr. Knowles*.. .. ..*Not printed.*

62*a*. Return to an Order of the House of the 29th November, 1911, for a copy of all papers, telegrams, reports and other documents in connection with the proposed erection of a public building in the town of Aurora. Presented 10th January, 1912.—*Mr. Armstrong (York)*.. .. ..*Not printed.*

63. Return to an Order of the House of the 30th December, 1911, for a detailed statement of the expenses incurred and paid for the Exposition at Paris in 1900, under the title of payments of the Colonial Committee for space, &c., $87,000 (*See* report of the Auditor General, 1899,D—15). Presented 10th January, 1912.—*Mr. Paquet.*

Not printed.

64. Return to an Order of the House of the 6th December, 1911, showing the expenditure for printing pamphlets, circulars and literature with a view to promoting immigration to Canada during each of the years from and including 1900 to 1911; and the expenditure in the interests of each province for printing pamphlets, circulars and literature entirely devoted to each province during each of the years from and including the year 1900 to 1911; and also, whether the printing was done by contract or under what arrangement and the rate charged. Presented 10th January, 1912.—*Mr. Sutherland*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

64*a*. Return to an Address to His Royal Highness the Governor General of the 30th November, 1911, for a copy of all Orders in Council and other papers relating to the appointment of Arthur Hawkes as a special commissioner in the immigration branch of the Interior Department. Presented 10th January, 1912.—*Mr. Oliver*... .. ..*Not printed.*

65. Certified copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 21st December, 1911, appointing Messieurs Alfred Bishop Morine, Guillaume Narcise Ducharme and Richard Stuart Lake, a Royal Commission to investigate and inquire into the operation of the various departments of the government, with a view to securing increased efficiency and a more thorough organization and co-ordination in the said departments. Presented 10th January, 1912.—*Rt. Hon. Mr. Borden*.. .. ..*Not printed.*

65. Certified copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 29th January, 1912, relative to the appointment of two commissioners, namely: Mr. F. C. Gutelius, C.E., of Montreal, and Mr. George Lynch Staunton, K.C., of Hamilton, to investigate all matters bearing on the actual construction of the National Transcontinental Railway between Moncton and Winnipeg. Presented 6th February, 1912.—*Hon. Mr. Cochrane.*
Not printed.

65*b*. Certified copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 12th February, 1912, appointing the Hon. Sir William Ralph Meredith, Chief Justice of the Common Pleas Division of the High Court of Justice of Ontario, a commissioner to inquire into all the circumstances connected with the organization, management, operation and failure of the Farmer's Bank of Canada. Presented 13th February, 1912.—*Hon. Mr. White.*
Not printed.

66. Return to an Order of the House of the 30th November, 1911, for a copy of all papers, telegrams, reports and other documents in connection with the interpretation and enforcement of the duties on lumber, together with a copy of all instructions or other communications addressed by circular or otherwise to Collectors of Customs, and a copy of any minute or minutes or rulings or decisions of the Board of Customs during the year 1911. Presented 10th January, 1912.—*Mr. Knowles*... ..*Not printed.*

67. Certified copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 21st November, 1911, providing for the transfer of the Government Annuities Branch from the Department of Trade and Commerce to the Post Office Department. Presented 10th January, 1912.—*Hon. Mr. Pelletier*... .. ..*Not printed.*

68. Return relating to lands sold by the Canadian Pacific Railway Company during the year which ended the 1st October, 1911. Presented 11th January, 1912.—*Hon. Mr. Rogers*.. .. ..*Not printed.*

68*a*. Return under the provisions of Section 8 of 49 Victoria, Chapter 9, being a list of lands in the "Irrigation Block" of the Canadian Pacific Railway Company in the province of Alberta, sold by that company during the year which ended on the 1st October, 1911. Presented 13th March, 1912.. .. ..*Not printed.*

68*b*. Return under the provisions of Section 8 of 49 Victoria, Chapter 9, being a list of lands in the province of Alberta, sold by the Canadian Pacific Railway Company during the year which ended on the 1st October, 1911. Presented 13th March, 1912.
Not printed.

CONTENTS OF VOLUME 24—*Continued.*

69. Return to an Order of the House of the 4th December, 1911, for a copy of all agreements between the Minister of Railways of Canada and any of the Brotherhood Unions or organizations of the employees of the Interclonial Railway since 1898. Presented 15th January, 1912.—*Mr. Maclean (Halifax)*.. .. ..*Not printed.*

70. Return to an Order of the House of the 29th November, 1911, showing:—1. What persons were appointed to positions in the several departments between the date of the dissolution of the last parliament and the 31st September last. 2. On whose recommendation such appointments were made, and the salary attached to each position. 3. What appointments were made in the several departments between the 21st day of September last and the date of the resignation of the Laurier Ministry, on whose recommendation in each case and the salary of each appointee. Presented 15th January, 1912.—*Mr. Edwards*.. .. ..*Not printed.*

70*a*. Return to an Order of the House of the 22nd January, 1912, for a Return showing how many appointments have been made in the Department of Public Works and Post Office since the 7th day of October, 1911, in the inside service, and in the outside service respectively. Presented 12th February, 1912.—*Mr. Kyte*.. .. ..*Not printed.*

71. Return to an Address to His Royal Highness the Governor General of the 30th November, 1911, for a copy of all documents, &c., necessary to bring up to date the statement regarding the matters covered by Sessional Paper 109 of the Session of 1910-11 in reference to Canadian-Australain Trade.—*Mr. Ames.*

Printed for distribution and sessional papers.

71*a*. Return to an Order of the House of the 10th January, 1912, for a copy of all papers and correspondence relating to the negotiations that have been opened by the government for improved trade arrangements with the British West Indies and British Guiana. Presented 26th January, 1912.—*Mr. Murphy.*

Printed for distribution and sessional papers.

72. Return to an Address to His Royal Highness the Governor General of the 29th November, 1911, for a copy of all correspondence consisting of letters or telegrams, between the Salisbury and Harvey Railway Company or any officer thereof or any person, and the Minister of Railways or any other member of the government or any other person, and the Minister of Railways and Canals, relating to the re-opening of that portion of the railway of the said company between Hillsborough and Albert, and the supplying of rails and other materials for the purpose of repairing and improving the same, and also, of any Orders in Council, agreements and other documents relating thereto. Presented 15th January, 1912.—*Mr. Pugsley*.. .. .. ..*Not printed.*

72*a*. Return to an Address to His Royal Highness the Governor General of the 4th December, 1911, for a copy of all papers, correspondence and Orders in Council in connection with the awarding of the contract for the building of the Hudson Bay Railway, and of all orders suspending work on the same. Presented 15th January, 1912.—*Mr. Neely*.. .. ..*Not printed.*

72*b*. Return to an Order of the House of the 29th November, 1911, for a statement showing the amount of money paid by the Dominion Government to each of the railways in the provinces of Manitoba, Saskatchewan, Alberta, British Columbia and in the Northwest Territories by way of subsidies, and adding thereto the value of lands given as subsidies on the basis of one dollar per acre. Presented 15th January, 1912.—*Mr. McCraney*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

72*c*. Return to an Address to His Royal Highness the Governor General 30th November, 1911, for a copy of all Orders in Council, petitions, telegrams, letters, agreements, correspondence and all other documents generally in connection with the proposed branch line or lines of railway to connect Montreal with the National Transcontinental Railway. Presented 15th January, 1912.—*Mr. Lapointe (Montreal)*

Not printed.

72*d*. Return to an Address to His Royal Highness the Governor General of the 4th December, 1911, for a copy of all papers, correspondence and Orders in Council in connection with the awarding of the contract for the building of the Transcontinental Railway Station at Quebec, and all orders suspending work on the same. Presented 15th January, 1912.—*Sir Wilfrid Laurier*.. .. ..*Not printed.*

72*e*. Statement of work done on the National Transcontinental Railway—Eastern Division —to 31st December, 1911, and estimate of cost of completion. Presented 16th February, 1912—*Hon. Mr. Cochrane*.. .. ..*Not printed.*

72*f*. Return to an Order of the House of the 5th February, 1912, for a copy of all documents and of all the correspondence exchanged between A. E. Doucet, district engineer, on district B of the Transcontinental Railway, and of all other persons, relating to the selection of sites for railway stations in the parishes of St. Damien and St. Cajetan d'Armagh, in the county of Bellechasse. Presented, 18th March, 1912.—*Hon. Mr. Cochrane*.. .. ..*Not printed.*

72*g*. Return to an Address to His Royal Highness the Governor General of the 31st January, 1912, for a copy of all minutes of proceedings, records, orders, instructions or other writings made and had, or given or authorized to be made, had or given by the Board of National Transcontinental Railway Commissioners, from the date of the appointment of Mr. R. W. Leonard, as a member of the said Board and chairman thereof, to the present date; also of all letters, telegrams, instructions or other documents made or had or passed, since the said appointment, by and between the Minister of Railways and Canals, or other members of the government, or by any person by authority of the government, and the said Chairman of the Board of National Transcontinental Railway Commissioners, or the Secretary of said Board; also of any Orders in Council relating to the appointment of an asistant chairman or an assistant to the chairman of said Board, together with a copy of all letters, papers, instructions or documents relating thereto; as well as a statement of all payments of monies in the way of salaries or compensation made to the incumbent of the office of assistant chairman or assistant to the chairman of said Board, and of all papers, letters or instructions made, written or received by the said minister or the said chairman, relating to or in any way connected with the payment or authorization of said salary or compensation. Presented 20th March, 1912.—*Hon. Mr. Cochrane.*

Not printed.

72*h*. Interim Report of the Commissioners of the Transcontinental Railway, being for the nine months ended 31st December, 1911. Presented 22nd March, 1912, by Hon. Mr. Cochrane.. .. ..*Not printed.*

73. Return to an Order of the House of Commons of the 29th November, 1911 (so far as the Department of Agriculture is concerned), for a copy of all letters, telegrams, memorials, resolutions and other documents in the hands of the government, or any department thereof, in connection with the taking of the census in the city of Regina, and all complaints and protests in connection with the same; also, all departmental instructions, memoranda, reports and other documents. Presented 15th January, 1912.—*Mr. Knowles*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

74. Return showing:—1. The number of messengers in the House of Commons during the last session of the last parliament. 2. The names of the said messengers and the dates of their respective appointments. 3. The number of these messengers who have been relieved from service, their names, at whose request, for what reasons and on what date. 4. By whom have they been replaced. 5. Where are the residences of the new messengers and by whom were they recommended. 6. How many French Canadians hve been dismissed nd by whom have they been replaced. Presented 17th January, 1912.—*Hon. Mr. Speaker*.. .. ..*Not printed.*

75. Ordinances of the Yukon Territory passed by the Yukon Council in the year 1911. Presented 17th January, 1912, by Hon. Mr. Roche.. .. ..*Not printed.*

76. Return to an Address to His Royal Highness the Governor General of the 4th December, 1911, for a copy of all correspondence with and from the Secretary of State for the Colonies, or other minister of the Imperial government, in relation to the passage of legislation providing for uniformity in naturalization throughout the empire since the sittings of the Imperial Conference in June last. Presented 19th January, 1912.—*Mr. Macdonald*.. .. ..*Not printed.*

77. Return to an Address to His Royal Highness the Governor General of the 7th December, 1910, for a copy of the Report of the Imperial Defence Committee of the Privy Council in England concerning the defence of the empire, communicated to the Canadian Government, and of the despatches and correspondence exchanged between the Imperial and the Canadian Governments relating to the said report. Presented 22nd January, 1912.—*Hon. Mr. Monk*.. .. ..*Not printed.*

78. Return called for by Section 88 of Chapter 62, R.S.C., requiring that the Minister of the Interior shall lay before parliament, each year, a Return of liquor brought from any place out of Canada into the Territories, by special permission in writing of the Commissioner of the Northwest Territories. Presented 22nd January, 1912.—*Hon. Mr. Rogers*.. .. ..*Not printed.*

79. Return to an Order of the House of the 17th January, 1912, for a copy of all letters, resolutions, telegrams and other communications or memorials in connection with the removal from the Moosejaw Land Office, of John Rutherford, lands agent, and the appointment (either temporary or permanent) of a new incumbent of the office. Presented 23rd January, 1912.—*Mr. Knowles*.. .. ..*Not printed.*

79*a*. Return to an Order of the House of the 15th January, 1912, for a copy of all letters, telegrams, reports, papers and correspondence, petitions or memoranda presented to the Government, or the Department of Public Works, or any official thereof, in connection with the dismissal of Captain Peter Decoste from the dredge *Cape Breton*. Presented 26th January, 1912.—*Mr. Chisholm (Antigonish)*.. .. ..*Not printed.*

79*b*. Return to an Order of the House of the 17th January, 1912, for a copy of all petitions, letters, telegrams and other documents in the possession of the Department of Public Works relating to the dismissal of Roderick Sutherland, caretaker of the public building at Canso, Nova Scotia. Presented 26th January, 1912.—*Mr. Sinclair.*
Not printed.

79*c*. Return to an Order of the House of the 17th January, 1912, for a copy of all letters. reports or other documents, relating to the removal from office of Mr. Eugène Baldwin, late of the Customs Service at Coaticook, Quebec. Presented 30th January, 1912. —*Mr. McLean (Halifax)*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

79*d*. Return to an Order of the House of the 5th February, 1912, for a copy of all documents, letters, petitions, reports, recommendations, declarations, proceedings of inquiry and all other documents relating to the dismissal of Médric Picotte as messenger of the House of Commons and the appointment of his successor, Henry Coffin. Presented 7th February, 1912.—*Mr. Seguin*.. .. ..*Not printed.*

79*e*. Return to an Address to His Royal Highness the Governor General of the 5th February, 1912, for a copy of all letters, complaints, charges, telegrams, petitions, memorials, Orders in Council or other documents in the possession or under control of the government, relating to the dismissal of William A. Hattie, from the position of Preventive Officer at Mulgrave, Nova Scotia, and relating to the appointment of a man to fill the vacancy caused by such dismissal. Presented 12th February, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

79*f*. Return to an Order of the House of the 31st January, 1912, for a copy of all letters, complaints, telegrams, evidence, reports, or other papers, relating to charges against Robert Leithead, James Blair, Duncan Gillis and Calvin McKenzie, all employees of the Intercolonial Railway in the county of Pictou, for partizanship and to the investigation of said charges. Presented 14th February, 1912.—*Mr. Macdonald*..*Not printed.*

79*g*. Return to an Order of the House of the 24th January, for a copy of all letters, telegrams and all other documents, and of all complaints and charges, in any way relating to the suspension of Joseph Venoit, checker on the Intercolonial Railway at Pictou, Nova Scotia. Presented 14th February, 1912.—*Mr. Macdonald*...*Not printed.*

79*h*. Return to an Order of the House of the 7th February, 1912, for a copy of all charges, letters, and other documents relating to complaints against John Connolly, of New Glasgow, coal inspector, for partizanship, the evidence taken in the investigation before H. P. Duchemin, and all other papers in connection therewith. Presented 14th February, 1912.—*Mr. Macdonald*.. .. ..*Not printed.*

79*i*. Return to an Order of the House of the 5th February, 1912, for a copy of all letters, telegrams, petitions, complaints, charges or other documents in the possession of the Department of Customs relating to the dismissal of S. M. Ferguson, Preventive Officer at Oyster Ponds, county of Guysborough, Nova Scotia, and relating to an appointment of a man to fill the vacancy cause by such dismissal. Presented 19th February, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

79*j*. Return to an Order of the House of the 22nd January, 1912, for a copy of all correspondence, letters, telegrams or other documents relating to the dismissal of P. J. Veniot, Collector of Custotms at Bathurst, New Brunswick, and the appointment either permanent or temporary of his successor. Presented 19th February, 1912.—*Mr. Turgeon*.. .. ..*Not printed.*

79*k*. Return to an Order of the House of the 12th February, 1912, for a copy of all letters, telegrams, petitions, charges, complaints, reports and other documents relating to the dismissal of Luke Day, (of the Department of Public Works), of North Sydney, Cape Breton. Presented 19th February, 1912.—*Mr. McKenzie*.. .. .. ..*Not printed.*

79*l*. Return to an Order of the House of the 5th February, 1912, for a copy of all correspondence addressed to the Minister of Public Works in connection with the dismissal of George T. Harbour, superintendent of the work at the deep water wharf at Gaspé. Presented 22nd February, 1912.—*Mr. Lemieux*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

79*m*. Return to an Order of the House of the 12th February, 1912, for a copy of all letters, telegrams, petitions, charges, complaints, reports and other documents relating to the dismissal of D. McDonald, Esquire, M.D. (of the Department of Indian Affairs), of Baddeck, Cape Breton. Presented 26th February, 1912.—*Mr. McKenzie*..*Not printed.*

79*n*. Return to an Order of the House of the 19th February, 1912, for a copy of all correspondence, petitions, requests, complaints, or other documents in the possession of the government, or any department thereof, relating to the dismissal of George Cavanagh from the Customs Service at New Glasgow, Nova Scotia. Presented 27th February, 1912.—*Mr. Macdonald*.. .. ..*Not printed.*

79*o*. Return to an Order of the House of the 14th February, 1912, for a copy of all charges, letters and documents of every kind with respect to the dismissal of John W. Bohan from the position of Preventive Customs Officer at Bath, in the county of Carleton, province of New Brunswick; also, a copy of all references for an investigation on any charges, if any, and a copy of all evidence adduced thereat, together with the recommendation of the official making such investigations. Presented 27th February, 1912.—*Mr. Carvell*.. .. ..*Not printed.*

79*p*. Return to an Order of the House of the 19th February, 1912, for a copy of all papers, letters, documents, &c., relating to the dismisasl of Hector Hamel, assistant appraiser at the Montreal Custom House; and also, relating to his subsequent appointment as preventive officer. Presented 27th February, 1912.—*Mr. Lemieux*. *Not printed.*

79*q*. Return to an Address to His Royal Highness the Governor General of the 12th February, 1912, for a copy of all letters, telegrams, petitions, charges, complaints, Orders in Council, reports or other documents in the possession of the Department of Customs relating to the dismissal of Lyman C. Smith from the Customs Collectorship at Oshawa, Ontario. Presented 27th February, 1912.—*Mr. Sinclair*.. .. .. ..*Not printed.*

79*r*. Return to an Order of the House of the 5th February, 1912, for a copy of the petitions forwarded to the Minister of Public Works praying for the dismissal of Michael Campeau, and the appointment of Honoré Paquette, as caretaker of the Postal Station in Laurier Ward, Montreal. Presented 1st March, 1912.—*Mr. Lemieux*.. ..*Not printed.*

79*s*. Return to an Order of the House of the 19th February, 1912, for a copy of all documents, letters, telegrams, requests, reports, recommendations and correspondence, regarding the removal or dismissal of Alexander R. McAdam, Fishery Officer for the county of Antigonish, and the appointment of a successor to him Presented 4th March, 1912.—*Mr. Chisholm (Antigonish)*.. .. ..*Not printed.*

79*t*. Return to an Order of the House of the 14th February, 1912, for a copy of all letters, correspondence, petitions, recommendations, complaints and other documents in the possession of the Department of Marine and Fisheries, relating to the dismissal of Fishery Guardians in the county of Guysborough, Nova Scotia. Presented 4th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

79*u*. Return to an Order of the House of the 19th February, 1912, for a copy of all correspondence, petitions, complaints, charges, or other documents in the possession of the Department of Marine and Fisheries, relating to the dismissal of Edward Kelly from the position of engineer at the Reduction Works at Canso, Nova Scotia. Presented 4th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

79*v*. Return to an Order of the House of the 19th February, 1912, for a copy of all correspondence, petitions, complaints, charges or other documents in the possession of the Marine and Fisheries Department relating to the dismissal of David S. Hendsbee from the position of weigher at the Reduction Works at Canso, Nova Scotia. Presented 4th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

79*w*. Return to an Order of the House of the 26th February, 1912, for a copy of all documents, letters, requests, reports, recommendations and evidence taken under investigation by Dr. Shurtleff, relating to the dismissal of Anson Sheltus, of St. Armand Station, county of Missisquoi, a Preventive Officer of the Customs Department. Presented 5th March, 1912.—*Mr. Kay*.. .. ..*Not printed.*

79*x*. Return to an Order of the Senate dated the 30th January, 1912, calling for copies of all letters, papers or other documents in the hands of the government relating to the proposed removal of John Park, postmaster at Orangeville, Ontario.—(*Senate.*)

79*y*. Return to an Order of the House of the 26th February, 1912, for a copy of all documents, letters, requests, reports, telegrams, recommendation and memoranda relating to the dismissal of James McPhee as Customs Officer at West Bay, Nova Scotia, and the appointment of a successor. Presented 6th March, 1912.—*Mr. Chisholm (Inverness)*.. .. ..*Not printed.*

79*z*. Return to an Order of the House of the 26th February, 1912, for a copy of all documents, letters, requests, reports, recommendations and memoranda relating to the dismissal of Allan Kennedy as General Government Telegraph Repairer, Inverness county, and the appointment of his successor. Presented 7th March, 1912.—*Mr. Chisholm (Inverness)*.. .. ..*Not printed.*

79*aa*. Return to an Order of the House of the 26th February, 1912, for a copy of all documents, letters, requests, reports and recommendations relating to the dismissal of Wenceslas Lebel, of Kamouraska, as preventive officer of the Customs Department. Presented 12th March, 1912.—*Mr. Lapointe (Kamouraska)*.. .. ..*Not printed.*

79*bb*. Return to an Order of the House of the 4th March, 1912, for a copy of all letters, complaints, charges and other documents connected with or giving any information as to the discharge of Thomas Hale, of Westville, Nova Scotia, as correspondent for the *Labour Gazette*. Presented 12th March, 1912.—*Mr. Macdonald*.. ..*Not printed.*

79*cc*. Return to an Order of the House of the 14th February, 1912, for a copy of all letters, petitions, charges, complaints and other documents in the possession of the government or any department thereof, relating to the dismissal of William A. Gerrior, customs preventive officer at Larry's River, N.S., and to the appointment of his successor. Presented 22nd March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

77*dd*. Return to an Order of the House of the 26th February, 1912, for a copy of all documents, letters, requests, reports and recommendations relating to the dismissal of Auguste Hibert as postmaster at St. Pascal, county of Kamouraska. Presented 19th March, 1912.—*Mr. Lapointe (Kamouraska)*.. .. ..*Not printed.*

79*ee*. Return to an Order of the House of the 26th February, 1912, for a copy of all documents, letters, requests, reports and recommendations relating to the dismissal of Luc Lizotte as postmaster at St. Pacome, county of Kamouraska. Presented 19th March, 1912.—*Mr. Lapointe (Kamouraska)*.. .. ..*Not printed.*

79*ff*. Return to an Order of the House of the 19th February, 1912, for a copy of all correspondence, petitions, complaints or other dcuments in the possession of the Post Office Department, relating to the dismissal of Captain Alex. Roberts, postmaster at Canso, N.S., and the appointment of his successor. Presented 19th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

79*gg*. Return to an Order of the House of the 12th February, 1912, for a copy of all documents, reports, letters, complaints, &c., relating to the dismissal in 1896, of H. St. Amour, postmaster at St. Amour, county of Prescott, and the appointment of his successor. Presented 19th March, 1912.—*Mr. Proulx*.. .. ..*Not printed.*

79*hh*. Return to an Order of the House of the 7th February, 1912, for a copy of all letters, telegrams, petitions, complaints or other documents relating to the dismissal of W. H. Harris, postmaster, at White Head, N.S., and relating to the appointment of his successor. Presented 19th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

79*ii*. Return to an Order of the House of the 7th February, 1912, for a copy of all letters, telegrams, petitions, charges, complaints, reports and other documents in the possession of the Post Office Department relating to the proposed dismissal of James McGrath, postmaster at Aspen, Nova Scotia. Presented 19th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

79*jj*. Return to an Order of the House of the 7th February, 1912, for a copy of all documents, papers, petitions, letters, &c., relating to the dismissal of Louis Girard, postmaster at Ste. Anglèle de Mêrici, county of Rimouski, and relating to the appointment of his successor. Presented 19th March, 1912.—*Mr. Lapointe* (*Kamouraska*). *Not printed.*

79*kk*. Return to an Order of the House of the 22nd January, 1912, for a copy of all letters, reports or other documents relating to the removal from office on 1st May, 1903, of John Fraser, postmaster of Stellarton, Nova Scotia. Presented 19th March, 1912.—*Mr. Macdonald*.. .. ..*Not printed.*

79*ll*. Return to an Address to His Royal Highness the Governor General of the 17th January, 1912, for a copy of all petitions, requests, letters, recommendations, Orders in Council or other papers or documents in the possession or under the control of the Honourable the Postmaster General or the Post Office Department, relating to the dismissal of John M. Rogers, postmaster at East Roman Valley, N.S. Presented 19th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

79*mm*. Return to an Order of the House of the 5th February, 1912, for a copy of all correspondence and papers in connection with the appointment and subsequent dismissal of Eugene Guimond, as postmaster at St. Angele, county of Rimouski. Presented 20th March, 1912.—*Mr. Lemieux*.. .. ..***Not printed.***

79*nn*. Return to an Order of the House of the 28th February, 1912, for a copy of all charges made against Dougald R. Boyle, officer at West Arichat, Nova Scotia, and of all correspondence and telegrams between the Department of Marine and Fisheries or anv official thereof and any other person in relation thereto. Presented 21st March, 1912.—*Mr. Kyte*.. .. ..*Not printed.*

79*oo*. Return to an Order of the House of the 28th February, 1912, for a copy of all charges made against Dr. J. R. McLeod, port physician at Port Hawkesbury, N.S., the evidence taken before H. P. Duchemin in support of such charges, and his report on the same, and of all correspondence and telegrams between the said H. P. Duchemin and the Department of Marine and Fisheries or any official thereof in relation thereto. Presented 21st March, 1912.—*Mr. Kyte*.. .. ..*Not printed.*

79*pp*. Return to an Order of the House of the 4th March, 1912, for a copy of all documents, correspondence, inquiries, accusations, petitions and reports in the Department of Railways and Canals, referring to the dismissal of Mr. Theophile Morice, an officer over the delivery of the coal of the Intercolonial Railway at Rivière du Loup. Presented 21st March, 1912.—*Mr. Gauvreau*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

79*qq*. Return to an Order of the House of the 24th January, 1912, for a copy of all letters, requests, petitions, telegrams, complaints or charges received by the Post Office Department since 10th October, 1911, relating to the postmaster at Glenelg, N.S. Presented 22nd March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

79*rr*. Return to an Order of the House of the 18th March, 1912, for a copy of all letters, telegrams, complaints and other documents, relating to charges against Jas. W. Matheson, I.C.R. trackman at Meadowville, Pictou county, N.S., of the evidence taken and other proceedings of the investigation held on said charges, the reports thereon and of all representations in regard to the case from the Brotherhood of Trackmen. Presented 22nd March, 1912.—*Mr. Macdonald*.. .. ..*Not printed.*

79*ss*. Return to an Order of the House of the 26th February, 1912, for a copy of all letters, petitions, reports, charges or other documents in the possession of the Post Office Department relating to the dismissal of J.D. McFarlane, postmaster at Southwest Margaree, Nova Scotia, and the appointment of his successor. Presented 22nd March, 1912.—*Mr. Chisholm (Inverness)*.. .. ..*Not printed.*

79*tt*. Return to an Order of the House of the 4th March, 1912, for a copy of all papers and correspondence in connection with the removal of the postmaster at Rathburn, township of Mara, county of Ontario, and the change of the location of the post office at said point. Presented 22nd March, 1911.—*Mr. Pardee*.. .. ..*Not printed.*

79*uu*. Return to an Order of the House of the 6th March, 1912, for a copy of all papers, complaints, letters and other documents connected with or relating to the dismissal of John McLeod as postmaster at Denmark, Colchester county, N.S., and the appointment or suggested appointment of D. McLeod to the vacancy. Presented 22nd March, 1912—*Mr. Macdonald*.. .. ..*Not printed.*

79*vv*. Return to an Order of the House of the 28th February, 1912, for a copy of all documents, letters, requests, reports and recommendations in the possession of the Post Office Department, relating to the dismissal of Doué Daoust, postmaster at Alfred, county of Prescott, and the appointment of his successor. Presented 22nd March, 1912.—*Mr. Proulx*.. .. ..*Not printed.*

79*ww*. Return to an Order of the House of the 5th February, 1912, for a copy of all documents, papers, inquiries, letters, &c., relating to the dismissal of Thomas Dionne, as postmaster of Cacouna, also the dismissal of Miss Saindon, of Cacouna, and the reinstallation of the said Thomas Dionne in the post office at Cacouna. Presented 22nd March, 1912.—*Mr. Gauvreau*.. .. ..*Not printed.*

79*xx*. Return to an Order of the House of the 7th February, 1912, for a copy of all documents, papers, petitions, recommendations, &c., relating to the request that was made to the Post Office Department for the dismissal of the postmaster at St. Anaclet, county of Rimouski. Presented 22nd March, 1912.—*Mr. Lapointe (Kamouraska)*.. .. ..*Not printed.*

79*yy*. Return to an Order of the House of the 13th March, 1912, for a copy of all letters, papers, documents, memoranda, telegrams and correspondence relating to the resignation of Donald E. McLean, late postmaster at Inverness, N.S. Presented 25th March, 1912.—*Mr. Chisholm (Inverness)*.. .. ..*Not printed.*

79*zz*. Return to an Order of the House of the 26th February, 1912, for a Return showing the number of postmasters removed from office in Shefford county since the 1st October, 1911; their names, post office addresses, dates of dismissal, reasons therefor, name of complainant in each case, names of new postmaster appointed to replace them;

CONTENTS OF VOLUME 24—*Continued.*

the charges laid against the dismissed postmasters, and whether charges were investigated before their removal from office; dates of different investigations, by whom held and was the accused postmaster present at said investigations in each case; names of any other postmasters in said county who may have charges laid against them; their names, offices, names of complainants in each case and nature of the complaints; will charges be investigated before the accused postmasters are removed from office; application made for these offices and name of applicant in each case. Presented 25th March, 1912.—*Mr. Boivin*.. .. ..*Not printed.*

79*aaa*. Return to an Order of the House of the 11th March, 1912, for a copy of all charges against Arthur Brymer, fishery officer at L'Ardoise, N.S., and of all telegrams and other communications between the Minister of Marine and Fisheries, or any other officer of his department, and any other persons having reference to the same and in relation to the appointment of his successor. Presented 25th March, 1912.—*Mr. Kyte*.. .. ..*Not printed.*

79*bbb*. Return to an Order of the House of the 11th March, 1912, for a copy of all charges against Lawrence G. Power, Superintendent of the Lobster Hatchery at Arichat, N.S., and of all letters, telegrams and other communications between the Minister of Marine and Fisheries or any officer in his department, and any other person, having reference to the same and in relation to the appointment of his successor. Presented 25th March, 1912.—*Mr. Kyte*.. .. ..*Not printed.*

79*ccc*. Return to an Order of the House of the 13th March, 1912, for a copy of all papers, corrspondence, telegrams, &c., concerning the dismissal of Joachim Godbout, lighthouse keeper at St. Laurent, Isle of Orleans, county of Montmorency. Presented 25th March, 1912.—*Mr. Lemieux*.. .. ..*Not printed.*

79*ddd*. Return to an Order of the House of the 22nd January, 1912, for a copy of all papers and other documents concerning the proposed investigation against P. L. St. Pierre, postmaster at St. Paul d'Abbottsford, county of Rouville, Que. Presented 27th March, 1912.—*Mr. Lemieux*.. .. ..*Not printed.*

79*eee*. Return to an Order of the House of the 11th March, 1912, for a copy of all letters, requests, complaints, depositions, reports of inquiry and of every other document in the possession of the Post Office Department relating to the dismissal of Doctor H. Dupre as postmaster of St. Robert, county of Richelieu, and to the appointment of a new postmaster. Presented 27th March, 1912.—*Mr. Cardin*.. .. ..*Not printed.*

79*fff*. Return to an Order of the House of the 22nd January, 1912, for a tabulated statement showing the number of dismissals in the Post Office Department since the first day of October, 1911, in the nine provinces of the Dominion. Also, the names of the postmasters so dismissed, the locality, the cause of dismissal, the names of the petitioners praying for such dismissal in each case, and the names of the petitioners opposing said dismissals. Presented 27th March, 1912.—*Mr. Lemieux*...*Not printed.*

79*ggg*. Return to an Order of the House of the 11th March, 1912, for a copy of all letters, requests, complaints, depositions, reports of inquiry, and of every other document in the possession of the Post Office Department relating to the dismissal of Madam, the widow of Antoine St. Martin, as postmistress at St. Louis de Bonsecours, county of Richelieu, and to the appointment of a new postmaster. Presented 27th March, 1912.—*Mr. Cardin*.. .. ..*Not printed.*

79*hhh*. Return to an Order of the House of the 24th January, 1912, for a copy of all correspondence, documents, recommendations and reports respecting the dismissal of Joseph Moreau, as postmaster at St. Germain, Kamouraska, in the year 1905. Presented 27th March, 1912.—*Mr. Lapointe*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

79*iii.* Return to an Order of the House of the 20th March, 1912, for a copy of all papers, telegrams, letters, petitions and affidavits, relating to the dismissal of George Bourgoin, employed as statistician on the Lachine canal, also of all letters exchanged between the Minister of Public Works and the Minister of Railways and Canals concerning said dismissal. Presented 28th March, 1912.—*Mr. Lemieux.. ..Not printed.*

79*jjj.* Return to an Order of the House of the 26th February, 1912, for a copy of all documents, letters, requests, reports and recommendations relating to the dismissal of Louis Dechesne, an employee of the Marine Department, on the river Ouelle wharf, county of Kamouraska. Presented 29th March, 1912.—*Mr. Lapointe.. ..Not printed.*

79*kkk.* Return to an Order of the House of the 18th March, 1912, for a copy of all charges against A. M. Hatfield, fishery overseer of the county of Yarmouth, N.S., and of all letters, telegrams, and any other communications between the Minister of Marine and Fisheries or any officer of his department, and any other person, having reference to the same, in relation to the appointment of Mr. Hatfield's successor. Presented 30th March, 1912.—*Mr. Law.. .. ..Not printed.*

79*lll.* Return to an Order of the House of the 11th March, 1912, for a copy of all letters, requests, complaints, depositions, reports of inquiry and every other document whatsoever, relating to the dismissal of Mr. J. O. Dauphinais as postmaster of Sorel, county of Richelieu, and also of all letters, requests or other documents relating to the appointment of the new postmaster at Sorel. Presented 30th March, 1912.—*Mr. Cardin.. .. ..Not printed.*

79*mmm.* Return to an Order of the House of the 11th March, 1912, for a copy of all documents, letters, papers, requests, inquiries and reports respecting the dismissal of Mr. Joseph Cloutier, postmaster of St. Adolphe de Dudswell. Presented 30th March, 1912. —*Mr. Tobin.. .. ..Not printed.*

80. Return to an Order of the House of the 17th January, 1912, showing:—1. The quantity in tons of anthracite dust and Culm coal imported into Montreal during the year 1911. 2. The quantities of the same imported into other ports of the province of Quebec during the year 1911. 3. The duty collected on this product, if any, under the ruling of the Customs Department; the rate of duty and amount collected. 4. The value of said product as imported and entered at Montreal and the other ports. 5. The quantity in tons and the value of bituminous slack coal imported during the year 1911 into the port of Montreal and the various other ports, respectively, in the province of Quebec, and the duty collected thereon. Presented 25th January, 1912.— *Mr. Macdonald.. .. ..Not printed.*

81. Return to an Order of the House of the 15th January, 1912, showing the quantities, the different kinds as far as practicable, and prices of all boots and shoes imported into Canada during each of the fiscal years ending respectively 31st March, 1908, 1909 and 1910, together with the several countries from which the same were imported, giving the quantities, &c., from each country for each year. Presented 2nd February, 1912.— *Mr. Carvell.. .. ..Not printed.*

82. Return to an Address to His Royal Highness the Governor General of the 24th January, 1912, for a copy of all the correspondence between the Prime Minister of Canada, or any member of the Government, and Messieurs Fielding and Paterson, during the time the latter gentlemen were in Washington last year, on the subject of the negotiations for a Reciprocity Treaty between Canada and the United States. Presented 2nd February, 1912—*Mr. Bradbury.. .. ..Printed for distribution and sessional papers.*

CONTENTS OF VOLUME 24—*Continued.*

82*a*. Return to an Address to His Royal Highness the Governor General of the 24th January, 1912, for a copy of all correspondence from the 1st day of January, 1910, to the 1st October, 1911, between the Right Honourable James Bryce, British Ambassador at Washington, and the Government of Canada, or any member thereof with reference to the negotiations for Reciprocity Treaty between Canada and the United States. Presented February, 1912.—*Mr. Bradbury.*

Printed for distribution and sessional papers.

83. Return to an Address to His Royal Highness the Governor General of the 31st January, 1912, for a copy of the letters patent relating to the office of Governor General of Canada, of the Commission issued to the present Governor General, and of the instructions accompanying the same. Presented 2nd February, 1912.—*Mr. Macdonald.*

Printed for sessional papers.

84. Return to an Address to His Royal Highness the Governor General of the 22nd January, 1912, for a copy of the treaty between Great Britain, the United States and Russia for the suspension of pelagic sealing, and all correspondence regarding the same from the initial negotiations to the present day. Presented 5th February, 1912. —*Sir Wilfrid Laurier*.. .. ..*Printed for sessional papers.*

85. Return to an Order of the House of the 22nd January, 1912, showing whether the government or the Montreal Harbour Commission purchased any cement for its different works, from the 1st January, 1905, to the 21st September, 1911; if so, from whom purchased; the price paid, and were tenders called for before purchasing. Presented 5th February, 1912.—*Mr. Boulay*.. .. ..*Not printed*

86. Copy Fifth Report of the Commission for the Demarcation of the Meridian of the 141st Degree of West Longitude.—(*Senate*).. .. ..*Printed for sessional papers*

87. Return to an order of the House of the 22nd January, 1912, showing:—1. How many farm labourers and domestic servants have been placed by each employment agent in Eastern Canada, or whom a commission has been paid, during each of the years 1907, 1908, 1909, 1910, 1911, and up to date in the month of January, 1912. 2. The total amount of commission paid to each of such agents in each of the years mentioned, and the counties and provinces in which they are located. Presented 5th February, 1912.—*Mr. Sutherland*.. .. ..*ot printed.*

88. Return to an Order of the House of the 22nd January, 1912, showing how many homestead inspectors were employed in the province of Saskatchewan by the Department of the Interior on 1st October, 1911, and what were their names; names of any of these inspectors who have been dismissed from office; reasons for dismissal; names of persons appointed to the positions so vacanted, giving their previous occupations, respectively. Presented 8th February, 1912.—*Mr. Thompson*.. .. ..*Not printed.*

89. Return to an Order of the House of the 22nd January, 1912, for a copy of all papers, letters, telegrams and other documents relative to prosecutions under the Fishery Act against John McCabe, David Porter, Joseph Foster and Duncan Murray, in the county of Pictou; and also, relating to a suit of Porter *vs.* Murray in the County Court of District No. 5, Nova Scotia, and the connection of the department with the same. Presented 9th February, 1912.—*Mr. Macdonald*.. .. ..*Not printed.*

90. Copy P.C. 19/168 certified extract from the minutes of a meeting of the Treasury Board, held on the 22nd January, 1912, approved by His Royal Highness the Governor General in Council on the 27th January, 1912.—(*Senate*)... .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

91. Return to an Address to His Royal Highness the Governor General on the 5th February, 1912, for a copy of all papers, letters, Orders in Council and other documents respecting the superannuation of the Honourable Judges Sir Alexandre Lacoste, J. A. Ouimet and C. J. Doherty. Presented 9th February, 1912.—*Mr. Ethier.*
Not printed.

92. Return showing certain dates returned to Senate by Messrs. A. E. Forget, &c.—(*Senate*).
Not printed.

93. Return to an Order of the House of the 22nd January, 1912, for a copy of all letters, correspondence, reports or other documents relating to the erection of an armoury at the town of Sarnia, Ontario. Presented 13th February, 1912.—*Mr. Pardee.*
Not printed.

94. Return to an Address to His Royal Highness the Governor General of the 22nd January, 1912, for a copy of all correspondence between the Government of Canada and the Government of the province of Quebec, with regard to the extension of the boundaries of the said province. Presented 13th February, 1912.—*Sir Wilfrid Laurier.*
Printed for distribution and sessional papers.

95. Return to an Order of the House of the 29th January, 1912, for a copy of all correspondence, representations, estimates, letters, telegrams and other documents received by the Right Honourable Prime Minister, or by any member of the Government, in any way relating to the subject of a car ferry service between the province of Prince Edward Island and the mainland, across the Straits of Northumberland, and the widening of the gauge of the Prince Edward Island Railway; and also, as to the estimated cost of all such work. Presented 13th February, 1912.—*Mr. Emmerson.*
Not printed.

95*a*. Supplementary Return to an Order of the House, of the 29th January, 1912, for a copy of all correspondence, representations, estimates, letters, telegrams and other documents received by the Right Honourable Prime Minister, or by any member of the Government, in any way relating to the subject of a car ferry service between the province of Prince Edward Island and the mainland, across the Straits of Northumberland, and the widening of the gauge of the Prince Edward Island Railway and also as to the estimated cost of all such work. Presented 7th March, 1912.—*Mr. Emmerson*.. .. ..*Not printed.*

95*b*. Return to an Order of the House of the 5th February, 1912, for a copy of all letters, telegrams, or other documents containing applications or requests for the establishment of a car ferry service between Prince Edward Island and the mainland and of all correspondence, telegrams, reports, survey, and other documents showing the cost of the same, and of widening the gauge of the Prince Edward Island Railway; together with all other information available as to the desirability or necessity of said projects. Presented 7th March, 1912.—*Mr. Pardee*.. .. ..*Not printed.*

96. Return to an Order of the House of the 17th January, 1912, for a copy of all correspondence between the Department of Railways and Canals, or any official thereof, and the Saint John Railway Company, or the municipality of the city and county of St. John, on the subject of the granting of permission to the Saint John Railway Company, to lay its rails across the track of the Intercolonial Railway at or near the Haymarket Square in the city of St. John. Presented 13th February, 1912.—*Mr. Pugsley*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

96*a*. Supplementary Return to an Order of the House of the 17th January, 1912, for a copy of all correspondence between the Department of Railways and Canals, or any official thereof, and the Saint John Railway Company, or the municipality of the city and county of St. John, on the subject of the granting of permission to the Saint John Railway Company, to lay its rails across the track of the Intercolonial Railway at or near the Haymarket Square in the city of St. John, New Brunswick. Presented 14th February, 1912.—*Mr. Pugsley*.. .. ..*Not printed.*

97. Return to an Order of the House of the 17th January, 1912, for a copy of all papers, reports, correspondence and messages respecting a report made in 1904 by H. Boulay of Sayabec, against William Roy, sectionman at Amqui, Intercolonial Railway, and of all that has been subsequently done to give effect to that report. Presented 14th February, 1912.—*Mr. Boulay*.. .. ..*Not printed.*

97*a*. Return to an Order of the House of the 7th February, 1912, for a copy of all letters, papers, charges, affidavits and other documents relating to a charge against W. W. Gray, coal inspector of the Intercolonial Railway at Westville, Nova Scotia, and of all evidence, documents, reports, or other papers connected with the investigation of said charge by H. P. Duchemin. Presented 14th February, 1912.—*Mr. Macdonald.* *Not printed.*

98. Return to an Order of the House of the 17th January, 1912, for a copy of all papers, letters, recommendations, ministerial instructions, and any other document, from the Department of Customs relating to a temporary change in the customs tariffs upon the twine used in the headings of lobster traps. Presented 15th February, 1912.—*Mr. McLean*.. .. ..*Not printed.*

99. Return to an Order of the House of the 5th February, 1912, for a copy of all papers, memorials, resolutions and letters received from boards of trade, officials or individuals during the years 1908, 1909, 1910, 1911, 1912, respecting the location of a quarantine or inspecting station on Lawlor's Island, Halifax harbour, accompanied by a chart. Presented 16th February, 1912.—*Mr. McLean*.. .. ..*Not printed.*

100. Return to an Address to His Royal Highness the Governor General of the 5th February, 1912, for a copy of all papers, correspondence and Orders in Council, relating to or in any way connected with the surveying and calling for tenders for the construction of the line of railway from Estmere to Baddeck, in the county of Victoria. Presented 16th February, 1912.—*Mr. McKenzie*.. .. ..*Not printed.*

100*a*. Return to an Address to His Royal Highness the Governor General of the 22nd January, 1912, for a copy of all papers, correspondence, and other Orders in Council in connection with the calling for tenders for the construction of the proposed branch line of railway from Estmere to Baddeck, in the county of Victoria, or bearing upon the reason why none of all said tenders were not accepted. Presented 16th February, 1912.—*Mr. McLean*.. .. ..*Not printed.*

100*b*. Return to an Order of the House of the 4th March, 1912, for a copy of all letters, contracts, memoranda, or notice cancelling contracts, and of all other papers and documents in the possession of the Department of Railways and Canals, bearing date after 1st January, 1911, relating to the construction of certain branch lines of the Intercolonial Railway between Sunny Bræ and Guysborough and Country Harbour, and between Dartmouth and Dean Settlement, in the province of Nova Scotia. Presented 21st March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

101. Return to an Address to His Royal Highness the Governor General of the 15th January, 1912, for a copy of Orders in Council and all correspondence between the Government and the Winnipeg and Hudson's Bay Railway Company and its successor the Winnipeg Great Northern Railway, relative to the proposed route of said Railway to Hudson's Bay, with all accompanying plans and reports; also a copy of all correspondence relative to the offer of Milburn and Company, Steamship owners, of England, said to have been made to the Government through the said Railway Company to place a line of their steamships on the route between Hudson's Bay and England on the completion of said Railway, and the further offer by the said Milburn and Company to place one of their Baltic steamships at the disposal of the Government for the purpose of making a practical test of the navigability of the route for commercial purposes. Presented 16th February, 1912. —*Mr. Aikins.*

Not printed.

101*a*. Return to an Order of the House of the 26th February, 1912, for a copy of all reports, surveys, plans and maps made or prepared during the year 1911 or this year, in respect of or in connection with the Hudson Bay Railway or the suggested ports at Nelson or Churchill on the Hudson Bay, or relating to the navigation of the Hudson straits. Presented 4th March, 1912.—*Mr. Aikens.*

Printed for distribution and sessional papers.

102. Return to an Order of the House of the 5th February, 1912, for a copy of the inquiry made by the Railway Department respecting the accident incurred by Goffrey Bourque, of Lac au Saumon, in the yard of the Intercolonial Railway at Campbellton, in the month of November or December, 1911; also, for all papers and correspondence exchanged since on this subject. Presented 16th February, 1912.—*Mr. Boulay.*

Not printed.

103. Return to an Order of the House of the 14th February, 1912, for a copy of all correspondence, letters, telegrams, &c., between the King's Printer, the Superintendent of Printing, and the King's Printers' Representatives in Winnipeg, regarding the printing and distribution of the Voters' Lists of the province of Manitoba at the last general elections. Presented 19th February, 1912.—*Mr. Staples*.. .. ..*Not printed.*

104. Return to an Order of the House of the 17th January, 1912, for a copy of the Report of the Board of Engineers appointed for the reconstruction of the Quebec bridge, and of the plans and specifications prepared by them; of all notices calling for tenders; of all tenders received; of the report of the Board on the same, collectively or individually, to the Minister of Railways; of the report of the said minister for the acceptance of tenders, and any Orders in Council awarding contracts for the building of the said bridge. Presented 19th February, 1912.—*Sir Wilfrid Laurier.*

Printed for sessional papers.

105. Return to an Address to His Royal Highness the Governor General of the 12th February, 1912, for a copy of all Orders in Council passed during the last ten years relating to the abolition or regulation of tolls on canals. Presented 19th February, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

106. Return to an Order of the House of the 12th February, 1912, for a copy of all petitions, letters and memorials received by the Minister of Marine and Fisheries since the first day of October, 1911, protesting against the issuing of a fish-trap license to Captain John T. Thorburn, Sand Point, county of Shelburne, Nova Scotia. Presented 22nd February, 1912.—*Mr. Law*.. .. ..*Not printed.*

106*a*. Return to an Order of the Senate, dated 22nd March, 1912, for the production of all petitions and correspondence in relation to the removal of a fish trap at or near McNutts Island, in the harbour of Shelburne.—(*Senate*)... .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

107. Return to an Order of the Senate, dated 15th February, 1912, showing the names, position and pay of all persons appointed to the Intercolonial Railway service in the city of St. John, New Brunswick, from 1st September, 1907, to 1st March, 1911.—(*Senate*). *Not printed.*

108. Certified copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 22nd February, 1912, referring certain questions to the Supreme Court of Canada in respect to Bill No. 3, of the First Session of the Twelfth Parliament of Canada, intituled: "An Act to amend the Marriage Act." Presented 23ar February, 1912.—*Hon. Mr. Doherty..Printed for sesional papers.*

108*a*. Return to an Order of the House of the 19th February, 1912, for a copy of all letters, petitions, memorials or other documents received by the Prime Minister or any other member of the government, relating to the passage of a federal marriage law or legislation in regard to the so-called effect of the Ne Temere Decree. Presented 25th March, 1912.—*Mr. Macdonald*.. .. ..*Printed for sessional papers.*

109. Return to an Order of the House of the 17th January, 1912, for a copy of all papers, letters, recommendations, petitions, ministerial instructions and other documents in the possession of the Department of Marine and Fisheries relating to the price from 31st March, 1911, of Dog Fish scrap. Presented 23rd February, 1912.—*Mr. Sinclair.* *Not printed.*

110. Return to an Address of His Royal Highness the Governor General of the 5th February, 1912, for a copy of all correspondence, memorials or communications of any kind between the government of the province of Ontario and the Dominion Government since 1st January, 1908, respecting the extension of the boundaries of the province of Manitoba or the division of the Territory of Keewatin. Presented 23rd February, 1912... .. ..*Not printed.*

110*a*. Return to an Address to His Royal Highness the Governor General of the 4th December, 1911, for a copy of all papers, letters, telegrams, memoranda or correspondence of any kind had between the Dominion Government and the governments of Manitoba and Saskatchewan, or with the Government of Ontario, as to the settlement of the boundaries of said respective provinces; and also, of any agreement or memo. containing any terms of settlement of the questions relating to the boundaries of said provinces or any part thereof; and also, of any documents, letters or representations made to the Federal Government by any person or persons relative to said settlement or the questions involved therein. Presented 26th February, 1912.—*Mr. Macdonald.* *Printed for sessional papers.*

110*b*. Return to an Address of His Royal Highness the Governor General of the 5th February, 1912, for a copy of all correspondence, memorials or communications of any kind between the Government of the province of Ontario and the Dominion Government since 1st January, 1908, respecting the extension of the boundaries of the province of Manitoba or the division of the territory of Keewatin. Presented 26th February, 1912.—*Mr. Meighen*.. .. ..*Printed for sessional papers.*

111. Return to an Address of the Senate, dated 24th January, 1912, for copies of the contracts betweetn the Government of Canada, and the various steamship companies for the carriage of the mails between England, France and Canada, and all the correspondence relating thereto since the first of January, 1909; also, the agreements, if any, for the carriage of mails via New York. Further, any contracts, subsidy agreements, &c., for the conveyance of mail between Canada and Newfoundland, and the correspondence relating thereto since the first of January, 1909.—(*Senate*). *Printed for sessional papers.*

CONTENTS OF VOLUME 24—*Continued.*

112. Memorandum of the Chief Architect to the Deputy Minister of the Department of Public Works relative to the "Forbes Sterilizers" in use in the House of Commons and several departments. Presented 26th February, 1912.. .. ..*Not printed.*

113. Return to an Order of the House of the 5th February, 1912, for a copy of all reports, correspondence and papers relating to the building of the Saint John Valley Railway from Saint John to Grand Falls, New Brunswick. Presented 27th February, 1912.—*Mr. Michaud*.. .. ..*Not printed.*

114. Return to an Order of the House of the 14th February, 1912, for a copy of all documents, papers, correspondence, inquiries, evidences, reports, &c., relating to an accident sustained by Alphonse Madore, employed on the Intercolonial at Ste. Flavie, in 1888 or 1889, and to the settling of the claim then made by the said Alphonse Madore to the Department of Railways and Canals. Presented 27th February, 1912.—*Mr. Lapointe (Kamouraska)*... .. ..*Not printed.*

114*a*. Return to an Order of the House of the 4th March, 1912, for a copy of all inquiries, correspondence whatsoever relating to the death of the late Absolon Lavoie, of Amqui, accidentally killed on the Intercolonial Railway at Metis, county of Rimouski, during the summer of 1911. Presented 18th March, 1912.—*Mr. Boulay*..*Not printed.*

114*b*. Return to an Order of the House of the 4th March, 1912, for a copy of all papers, documents, letters, &c., connected with an inquiry made by the Intercolonial authorities on the loss of a horse killed on the Dalhousie branch, belonging to Mr. Xavier St. Laurent, of Causapscal since 1905. Presented 26th March, 1912.—*Mr. Lapointe (Kamouraska)*.. .. ..*Not printed.*

115. Return to an Order of the House of the 31st January, 1912, for a copy of all papers, statements, letters, telegrams, statement of claim and application, minutes of the evidence taken on any investigation held, with all reports thereon, and all other documents in any way relating to a claim of Earl Ash, for damages caused by and resulting from the destruction by fire of property owned, occupied and passessed by the claimant, alleged to have been caused by fire and sparks from a locomotive of the Intercolonial Railway of Canada, and operated by said railway. Presented 27th February, 1912.—*Mr. Emmerson*.. .. ..*Not printed.*

115*a*. Return to an Order of the House of the 26th February, 1912, for a copy of all letters, evidence taken under investigation by Superintendent Sharp, reports and other documents connected with a claim for damages occasioned by fire to the property of Angus J. McAulay, of Tracadie, Prince Edward Island, on the 16th day of July, 1911. Presented 1st March, 1912—*Mr. Macdonald*.. .. ..*Not printed.*

116. Return to an Order of the House of the 26th February, 1912, for a copy of all papers, documents, &c., concerning the incorporation and operations of the Fidelity Trust Company of Montreal. Presented 28th March, 1912.—*Mr. McKenzie*.....*Not printed.*

117. Return to an Order of the Senate, dated the 31st January, 1912, for copies of Acts, documents, correspondence, &c., concerning the expropriation of the properties of F. Turgeon and F. Gunn, in the city of Quebec for the purpose of a Central station.—*(Senate)*.. .. ..*Not printed.*

118. Return to an Order of the House of the 26th February, 1912, for a copy of all papers and correspondence relating to the incorporation and operations of The Provident Trust Company, of Montreal. Presented 1st March, 1912.—*Mr. Lemieux.*

Not printed.

CONTENTS OF VOLUME 24—*Continued.*

119. Return to an Address to His Royal Highness the Governor General of the 10th January, 1912, for a copy of all Orders or Minutes of Council relating to the appointment of commissioners under the treaty with the United States relating to boundary waters, and questions arising along the boundary between Canada and the United States, signed at Wshington, 11th January, 1909; together with a copy of all despatches, letters and telegrams between the Governor General, or the Government of Canada, or any member thereof, and the British ambassador at Washington, or the British Government, or any member thereof, upon that subject; and also, of all letters and telegrams between any member or department of the government and Sir George Gibbons, Mr. Aimé Geoffrion and Mr. Alexander Barnhill, or either of them, relating to their appointment as such commissioners. Presented 1st March, 1912.—*Mr. Pugsley*.. .. .. .

CONTENTS OF VOLUME 24—*Continued.*

127. Return to an Order of the House of the 22nd January, 1912, for a copy of all letters, correspondence, reports or other documents relating to the proposed winter harbour at Sarnia, Ontario. Presented 13th March, 1912.—*Mr. Pardee*.. .. ..*Not printed.*

127*a*. Return to an Order of the House of the 26th February, 1912, for a copy of all reports, petitions and correspondence in the possession of the Department of Public Works, relating to the improvement of Port Dover harbour, in Norfolk county, Ontario; together with all papers or documents relating to the connection of the Grand Trunk Railway Company therewith. Presented 29th March, 1912.—*Mr. Charlton.*
Not printed.

127*b*. Supplementary Return to an Order of the House of the 26th February, 1912, for a copy of all reports, petitions and correspondence in the possession of the Department of Public Works, relating to the improvement of Port Dover harbour, in Norfolk county, Ontario, together with all papers or documents relating to the connection of the Grand Trunk Railway Company therewith. Presented 1st April, 1912.—*Mr. Charlton*.. .. ..*Not printed.*

128. Certified extract from the Minutes of a meeting of the Treasury Board held on the 4th March, 1912, approved by His Royal Highness the Governor General in Council on the 9th March, 1912, respecting the term of service and pay of the constables of the Royal Northwest Mounted Police. Presented 13th March, 1912... .. .. ..*Not printed.*

129. Return to an Order of the House of the 5th February, 1912, for a copy of all reports, correspondence and papers, relating to the building of a breakwater at Port Richmond, Nova Scotia. Presented 14th March, 1912.—*Mr. Kyte*.. .. ..*Not printed.*

129*a*. Return to an Order of the House of the 5th February, 1912, for a copy of all reports, correspondence and papers relating to the building of a breakwater at Charles Forests Cove, Richmond county, Nova Scotia. Presented 18th March, 1912.—*Mr. Kyte.*
Not printed.

130. Return to and Order of the House of the 4th March, 1912, for a copy of all correspondence between the Intercolonial authorities, the Minister of Railways and the Department of Justice, and all other persons, relating to a claim of the Metapedia Waterworks Company against the Intercolonial, including therein all plans, designs, inquiries, evidences and other reports concerning this matter; also a copy of all plans, designs, notices and correspondence between the Intercolonial authorities and M. P. Laberge, the Dominion Lumber Company and John Fenderson & Co., relating to the placing of an aqueduct pipe on the land No. 170 of the cadastre of St. Pierre du Lac. Presentd 15th March, 1912.—*Mr. Boulay*.. .. ..*Not printd.*

131. Statement of the affairs of the British Loan and Investment Company, as on the 31st December, 1911. Presented 18th March, 1912.. .. ..*Not printed.*

132. Return to an Order of the House of the 6th March, 1912, for a copy of all letters, complaints, charges, and other papers and documents in the possession of the Post Office Department relating to Tracadie Road Post Office, Guysborough, N.S. Presented 19th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

133. Return to an Order of the House of the 6th March, 1912, for a copy of the news sent up to date to Magdalen Island by the weekly correspondent appointed by the Postmaster General; also for a copy of the instructions given said correspondent at the time of his appointment. Presented 19th March, 1912.—*Mr. Lemieux*.. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

134. Return to an Order of the House of the 5th February, 1912, for a copy of all letters, telegrams, petitions, reports and documents relating to the notice of cancellation of mail contract between Scott Junction and the station in the county of Beauce. Presented 19th March, 1912.—*Mr. Béland*.. .. ..*Not printed.*

134*a*. Return to an Order of the House of the 31st January, 1912, for a copy of all letters, telegrams, correspondence, reports and other documents in relation to the mail contract between River John Railway station and the post office, and between River John and Hodson, respectively, since 1st October, 1911, and as to the cancellation of the contract for said service with Logan and the making of a contract for the same with one Gannon. Presented 19th March, 1912.—*Mr. Macdonald*.. .. .. ..*Not printed.*

134*b*. Return to an Order of the House of the 31st January, 1912, for a copy of all letters, telegrams, reports and other documents in relation to the mail contract service between Stellarton station and the post office since 1st October, 1911, and as to the cancellation of the contract for said service with the present contractor. Presented 19th March, 1912.—*Mr. Macdonald*.. .. ..*Not printed.*

134*c*. Return to an Order of the House of the 5th February, 1912, for a return showing all the contracts for the conveyance of His Majesty's mails, in which notice of cancellation has been given under the terms of the said contract, between 10th October, 1911, and 1st February, 1912, and also the name and address of each contractor and the amount of each contract. Presented 27th March, 1912.—*Mr. Lemieux.* *Not printed.*

135. Return to an Address to His Royal Highness the Governor General of the 17th January, 1912, for a copy of the Parcel Post Convention between Canada and France, and all papers connected therewith. Presented 19th March, 1912.—*Mr. Lemieux.* *Not printed.*

136. Return to an Order of the House of the 22nd January, 1912, for a copy of all letters, telegrams, reports, recommendations applications and other documents, relating to the appointment of a post office inspector at Moosejaw, Saskatchewan. Presented 19th March, 1912.—*Mr. Knowles*.. .. ..*Not printed.*

137. Return to an Address to His Royal Highness the Governor General, on the 4th March. 1912, for a copy of all letters, telegrams and petitions, sent to the Government, or any of His Majesty's ministers, praying for the establishment of a separate school system in the Keewatin Territory. Presented 20th March, 1912.—*Mr. Lemieux*...*Not printed.*

138. Return to an Address to His Royal Highness the Governor General of the 28th February, 1912, for a copy of all papers, recommendations to Council, Orders in Council, or any other papers in connection with or having reference to the promotion of Mr. Binks to be Superintendent of the Dead Letter Office. Presented 28th March, 1912.—*Mr. Henderson*.. .. ..*Not printed.*

139. Return dated 12th March, 1912, for a copy of all correspondence between the Anglo-Canadian Chemical Company, and the Department of the Inland Revenue from 1st of January, 1911, to date.—(*Senate*)... .. .. *Not printed.*

140. Return to an Order of the House of the 26th February, 1912, for a copy of all papers on file with the Government and of all letters, telegrams and correspondence between the Labour Department and the Board of Conciliation in relation to the strike now and for some time past existing on the Grand Trunk Pacific Railway west of Winnipeg. Presented 21st March, 1912.—*Mr. MacNutt*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Continued.*

141. Return to an Order of the House of the 5th February, 1912, for a copy of all rulings or decisions made by the Minister of Customs, or the Tariff Board of the Department of Customs, since the 10th of October last, in reference to the duty payable in respect to Jute cloth, traction engines and partially dressed lumber, respectively; and likewise in reference to any other articles imported into Canada concerning which there has been any change in the rate of duty exacted at any time since the said date, as compared to the rate of duty exacted on such articles respectively immediately prior to said date. Presented 21st March, 1912.—*Mr. Turriff*.. .. ..*Not printed.*

142. Return to an Order of the House of the 5th February, 1912, for a copy of all letters, telegrams, petitions or other papers relating to any change or proposed change of postmasters at Powassan between 1st January, 1906, and 1st January, 1912. Presented 22nd March, 1912.—*Mr. Arthurs*.. .. ..*Not printed.*

143. Return to an Order of the House of the 13th March, 1912, for a return showing the rural mail routes established by the present Government; the number of requests received by the Post Office Department for the establishment of rural mail routes; the number of applications granted; the number not granted, and the reasons therefor. Presented 22nd March, 1912.—*Mr. Lemieux*.. .. ..*Not printed.*

144. Return to an Address to His Royal Highness the Governor General of the 12th February, 1912, for a copy of all Orders in Council, petitions and memorials, passed or received by the Government of Canada, respectively, since 1se July, 1908, relating to foreign shippings engaged in the coastwise trade in Canada; and also a copy of all correspondence between the Government or any departments thereof and any person, company or corporation relating to the same. Presented 25th March, 1912.—*Mr. Kyte*.. .. ..*Not printed.*

145. Return to an Order of the 26th February, 1912, for a return showing the various loans made by the Government of Canada since the year 1900; the periods for which they were made; where contracted; rate of interest; commissions paid and to whom; net proceeds per cent of each loan; will future loans be asked for by public tender, if so where? Presented 25th March, 1912.—*Mr. Lapointe (Montreal)*.. .. .. ..*Not printed.*

146. Return to an Order of the House of the 19th February, 1912, for a return showing the number and capacity of cold storage establishments in each of the principal cities of Canada; the kind and quantity, approximate value of food stuff and produce contained in each of these establishments, during the months of November and December, 1911, and January, 1912. Presented 25th March, 1912.—*Mr. Verville.*

Not printed.

147. Return to an Order of the House of the 17th January, 1912, for a copy of the Judgment of the Judicial Committee of the Privy Council in the case of the King *vs.* The Burrard Power Company, and of all Orders in Council for the transmission to the government of the province of British Columbia of the administration of all water rights in the Railway Belt; together with e copy of all correspondence between the Government of British Columbia and the Government of Canada with regard to the same. Presented 25th March, 1912.—*Sir W. Laurier*.. .. ..*Not printed.*

148. Return to an Address to His Royal Highness the Governor General of the 26th February, 1912, for a copy of all letters, documents and memoranda from the government of British Columbia, and all other papers relating to negotiations affecting the exportation of salmon, the boat rating in canneries, the system of issuing licenses and the restriction of licenses to Asiatics in the province of British Columbia, and all Orders in Council made in regard to any of these matters since 1st October, 1911. Presented 25th March, 1912.—*Mr. Macdonald*.. .. ..*Not printed.*

CONTENTS OF VOLUME 24—*Concluded.*

149. Return to an Order of the House of the 19th February, 1912, for a return showing the date of the appointment of Mr. H. P. Duchemin to investigate complaints against government officials in Nova Scotia; the remuneration he is to receive for his services, the daily allowance specified for his travelling and living expenses, full detail of his remuneration and expenses, the amount paid him so far; any account or statement presented which has not been paid, the gross amounts for which accounts have been paid. The names of any other parties conducting investigations in Nova Scotia, their remuneration, the number of the commissioners appointed in all the provinces by the present government or any department, to investigate charges of political partisanship on the part of officials, their names and addresses, and the dates of appointment and remuneration, including allowance for expenses. Presented 27th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

150. Return to an Order of the House of the 4th March, 1912, for a copy of all letters, petitions, requests, memoranda, ministerial or departmental instructions in the possession of the Government or any department thereof, relating to the alleged change of name of Blind River Post Office, in the province of Ontario. Presented 25th March, 1912.—*Mr. Sinclair*.. .. ..*Not printed.*

151. Report from the Department of Labour on Wholesale Prices in Canada, 1911. Presented 28th March, 1912.—*Hon. Mr. Crothers*.. .. ..*Not printed.*

152. Résumé of General Elections, 1911. Presented 30th March, 1912.. .. ..*Not printed.*

153. Return to an Order of the House of the 12th February, 1912, for a return showing the amount paid since 15th October, 1911, for making and repairing mail bags, and for the metal parts thereof including locks; the names and addresses of the companies, firms and individuals to whom payment has been made, and the amount in each case. Presented 29th March, 1912.—*Mr. Kay*.. .. ..*Not printed.*

154. Return to an Order of the House of the 17th January, 1912, for a copy of all documents relating to the purchase and repair of the post office at Berthier-en-haut. Presented 1st April, 1912.—*Mr. Barette*.. .. ..*Not printed.*

155. Names of Commissioners appointed under 'Inquiries Act."—(*Senate*)...*Not printed.*

RETURN

(40*d*.)

To an Address of the House of Commons, dated November 29, 1911, for a copy of all correspondence between the Government of Canada and His Majesty's Government subsequent to the last Imperial Conference, concerning the Naval Service of Canada, and in any way connected with it.

W. J. ROCHE.
Secretary of State.

OTTAWA, February 15, 1912.

From the Secretary of State for the Colonies to the Governor General:

No. 1.

Canada.

No. 486.

DOWNING STREET, June 21, 1911.

MY LORD,—I have the honour to transmit to you for the information of your Ministers, the papers noted in the subjoined schedule on the subject of the employment of Commander Walter Hose, in command of the *Rainbow*.

I have, &c.,

L. HARCOURT.

The Officer Administering
the Government of Canada.

Name.	Description.
June 14.	From the Admiralty.

Enclosure in No. 1.

(C.W.—11087.)

ADMIRALTY, June 14, 1911.

SIR,—I am commanded by my Lords Commissioners of the Admiralty to acquaint you, for the information of the Secretary of State for the Colonies, that they have approved of the services of Commander Walter Hose being lent to the Canadian Government for a period of two years for command of the *Rainbow*, in succession to Commander J. D. D. Stewart.

2. Commander Hose will be available to proceed to Canada after the end of next week.

3. The High Commissioner for Canada has been informed.

I am, &c.,

(Signed). C. I. THOMAS.

The Under Secretary of State.
Colonial Office, S.W.

No. 2.

From the Secretary of State for the Colonies to the Governor General:

Telegram.

LONDON, July 11, 1911.

Immediate.—Please inform Brodeur that it is understood by the Admiralty that time of publication of arrangement with regard to Dominion Naval Force would be settled in concert as was done in 1909, and that in the meantime terms will not be made public. You will be informed later as to proposed time for publication. Copy goes to you by next mail.

HARCOURT.

No. 3.

From the Secretary of State for the Colonies to the Governor General.

Canada.

No. 561.

DOWNING STREET, July 12, 1911.

MY LORD,—I have the honour to request that Your Excellency will inform your Ministers that I have duly laid before His Majesty the King a telegram of congratulation on the occasion of His Coronation, from the Officers and Men of the Canadian Navy, which was forwarded through Admiral C. E. Kingsmill.

His Majesty received this message with much pleasure and commanded me to request you to convey through your Ministers an expression of His sincere thanks to the Officers and Men of the Canadian Navy.

I have the honour to be, My Lord,

Your Lordship's most obedient humble servant,

(Signed) L. HARCOURT.

GOVERNOR GENERAL,

HIS EXCELLENCY,

THE RIGHT HONOURABLE,

EARL GREY, G.C.M.G., G.C.V.O., &c., &c., &c.

No. 4.

From the Secretary of State for the Colonies to the Governor General:

Canada.

No. 573.

DOWNING STREET, July 14, 1911.

MY LORD,—I have the honour to transmit to Your Excellency, to be laid before your Ministers, the accompanying copies of a memorandum of Conferences between the British Admiralty and representatives of the Dominions of Canada and Australia on the subject of the Status of Dominion Navies.

2. This matter was mentioned at the last meeting of the Imperial Conference on the 20th June, and it was agreed that it should be published simultaneously in this country and in Canada and the Commonwealth.

3. I have asked the Governor General of the Commonwealth to inform me by telegraph when it is proposed to publish the memorandum there, and I shall at

once telegraph to you so that arrangements may be made for a simultaneous issue of the report in Canada.

I have the honour to be, My Lord,
Your Lordship's most obedient humble servant,

(Signed) L. HARCOURT.

GOVERNOR GENERAL,
HIS EXCELLENCY,
THE RIGHT HONOURABLE,
EARL GREY, G.C.M.G., G.C.V.O., &c., &c., &c.

Enclosure in No. 4.

MEMORANDUM OF CONFERENCES BETWEEN THE BRITISH ADMIRALTY AND REPRESENTATIVES OF THE DOMINION OF CANADA AND AUSTRALIA.

The Naval services and forces of the Dominions of Canada and Australia will be exclusively under the control of their respective governments.

2. The training and discipline of the naval forces of the Dominions will be generally uniform with the training and discipline of the fleet of the United Kingdom, and, by arrangement, officers and men of the said forces will be interchangeable with those under the control of the British Admiralty.

3. The ships of each Dominion naval force will hoist at the stern the white ensign as the symbol of the authority of the Crown, and at the jack-staff the distinctive flag of the Dominion.

4. The Canadian and Australian governments will have their own naval stations as agreed upon and from time to time. The limits of the stations are as described in Schedule (A), Canada, and Schedule (B), Australia.

5. In the event of the Canadian or Australian government desiring to send ships to a part of the British Empire outside of their own respective stations, they will notify the British Admiralty.

6. In the event of the Canadian or Australian government desiring to send ships to a foreign port, they will obtain the concurrence of the Imperial government, in order that the necessary arrangements with the Foreign Office may be made as in the case of ships of the British Fleet, in such time and manner as is usual between the British Admiralty and the Foreign Office.

7. While the ships of the Dominions are at a foreign port a report of their proceedings will be forwarded by the officer in command to the Commander-in-Chief on the station or to the British Admiralty. The officer in command of a Dominion ship so long as he remains in the foreign port will obey any instructions he may receive from the government of the United Kingdom as to the conduct of any international matters that may arise, the Dominion Government being informed.

8. The Commanding Officer of a Dominion ship having to put into a foreign port without previous arrangement on account of stress of weather, damage, or any unforseen emergency will report his arrival and reason for calling to the Commander-in-Chief of the station or to the Admiralty, and will obey, so long as he remains in the foreign port, any instructions he may receive from the Government of the United Kingdom as to his relations with the authorities, the Dominion Government being informed.

9. When a ship of the British Admiralty meets a ship of the Dominions, the Senior Officer will have the right of command in matters of ceremony or international intercourse, or where United action is agreed upon, but will have no power to direct the movements of ships of the other service unless the ships are ordered to co-operate by mutual arrangement.

10. In foreign ports the senior officer will take command, but not so as to interfere with the orders that the junior may have received from his own Government.

11. When a court-martial has to be ordered by a Dominion and a sufficient number of officers are not available in the Dominion service at the time, the British Admiralty, if requested will make the necessary arrangements to enable a Court to be formed. Provision will be made by order of His Majesty in Council and by the Dominion Governments respectively to define the conditions under which officers of the different services are to sit on joint courts-martial.

12. The British Admiralty undertakes to lend to the Dominions during the period of development of their services, under conditions to be agreed upon, such flag officer and other officers and men as may be needed. In their selection preference will be given to officers and men coming from, or connected with, the Dominions, but they should be all volunteers for the service.

13. The service of the officers of the British fleet in the Dominion naval forces, or of officers of these forces in the British fleet, will count in all respects for promotion, pay, retirement, &c., as service in their respective forces.

14. In order to determine all questions of seniority that may arise, the names of all officers will be shown in the navy list and their seniority determined by the date of their commissions, whichever is the earlier, in the British, Canadian, or Australian services.,

15. It is desirable, in the interests of efficiency and co-operation, that arrangements should be made from time to time between the British Admiralty and the Dominions for the ships of the Dominions to take part in fleet exercises or for any other joint training considered necessary under the senior naval officer. While so employed, the ships will be under the command of that officer who would not, however, interfere in the internal economy of ships of another service further than absolutely necessary.

16. In time of war when the naval service of a Dominion, or any part thereof, has been put at the disposal of the Imperial Government by the Dominion authorities, the ships will form an integral part of the British fleet, and will remain under the control of the British Admiralty during the continuance of the war.

17. The Dominions having applied to their naval forces the King's Regulations and Admiralty instructions and the Naval Discipline Act, the British Admiralty and Dominion Governments will communicate to each other any changes which they propose to make in these Regulations or that Act.

June, 1911.

SCHEDULE (A).

Canada.

The Canadian Atlantic Station will include the waters north of 30° north latitude and west of the meridian of 40° west longitude.

The Canadian Pacific Station will include the waters north of 30° north latitude and east of the meridian of 180° longitude.

SCHEDULE (B).

Australia.

The Australian Naval Station will include:—

On the North—From 95° east longitude by the parallel of 13° south latitude to 120° east longitude, thence north to 11° south latitude, thence to the boundary with Dutch New Guinea of the south coast in about longitude 141° east, thence along the

coast of British New Guinea to the boundary with German New Guinea in latitude 8° south, thence east to 155° east longitude.

On the east—By the meridian of 155° east longitude to 15° south latitude, thence to 28° south latitude on the meridian of 170° east longitude, thence south to 32° south latitude, thence west to the meridian of 160° east longitude, thence south.

On the South—By the Antartic Circle.

On the West—By the meridian of 95° east longitude.

No. 5.

Telegram.

From the Governor General to the Secretary of State for the Colonies:

OTTAWA, July 25, 1911.

Most urgent.—Your despatch of July 14, No. 573. Prime Minister would be very grateful if permission could be given to lay enclosure before Parliament immediately. He wishes if possible to lay it simultaneously with full report of proceedings of Imperial Conference just received and is anxious not to have to wait till memorandum of Conference on naval question is received in Australia. Please telegraph reply as soon as possible.

GREY.

No. 6.

From the Deputy Minister of the Naval Service to the Under-Secretary of State for External Affairs:

OTTAWA, August 3, 1911.

SIR,—I have the honour to acknowledge receipt of your communication of 29th ultimo, forwarding copy of Despatch No. 573 from the Honourable the Secretary of State for the Colonies to His Excellency the Governor General, dated July 14, 1911, on the subject of the Status of Dominion Navies.

This Despatch has been placed before my Minister.

I am, &c.,

G. J. DESBARATS,
Deputy Minister.

The Under-Secretary of State
for External Affairs,
Ottawa.

No. 7.

From the Secretary of State for the Colonies to the Governor General:

CANADA.
No. 650.

DOWNING STREET, August 3, 1911.

MY LORD,—I have the honour to transmit to Your Excellency for the consideration of your Ministers a copy of a letter from the Admiralty asking whether in the circumstances stated, your Government would be willing to instruct the Officer in Charge of the Canadian Naval Establishment at Esquimalt to make such small payments on behalf of the Admiralty as may be necessary during

July 25.

the absence from Esquimalt of His Majesty's Ship *Shearwater*, the cost to be recovered on the return of that vessel to port.

I have, &c.,

L. HARCOURT.

GOVERNOR GENERAL,
HIS EXCELLENCY,
THE RIGHT HONOURABLE,
EARL GREY, G.C.M.G., G.C.V.O., &c., &c.

Enclosure in No. 7.

No. 3. E. 3766.

ADMIRALTY, 25th July, 1911.

SIR,—I am commanded by My Lords Commissioners of the Admiralty to inform you that it has been represented by the Commanding Officer, H.M.S. *Shearwater*, which was commissioned at Esquimalt for service on the West Coast of America, that difficulty is experienced from time to time, during the absence of the ship from Esquimalt, in settling small accounts for contingencies, such as carriage of stores and the Hospital treatment of Naval Invalids, which require prompt settlement.

In these circumstances, I am to request that you will move Mr. Secretary Harcourt to enquire whether the Canadian Government would be willing to instruct the Officer in Charge of the Canadian Naval Establishment at Esquimalt to make such small payments as may be necessary on behalf of this Department during the absence of His Majesty's Ship *Srearwater* on cruises and reclaim the cost from the Accountant Officer of that ship on her return to the port.

I am to add that it is anticipated that such disbursements will be quite trivial in amount.

I am, etc.,

C. I. THOMAS.

The Under-Secretary of State,
Colonial Office.

No. 8.

From the First Minister to the High Commissioner for Canada:

TELEGRAM.

OTTAWA, 10th August, 1911.

DOMINION,
London.

Canadian Government gratefully appreciates the assistance rendered to the *Niobe* by the *Cornwall* and as while so engaged the *Cornwall* suffered damage, the Canadian Government wish to bear whatever expense may be incurred in the repair of that vessel. Please convey this through the Colonial Office to the Admiralty.

LAURIER.

No. 9.

From the Secretary of State for the Colonies to the Governor General:

CANADA.
No. 681.

DOWNING STREET, August 16, 1911.

MY LORD,—I have the honour to acknowledge the receipt of your despatch No. 122 of the 8th March on the subject of the official title of the naval forces of Canada.

2. In reply I have to inform you that the question of the title was discussed with your Ministers and that His Majesty the King has been graciously pleased to approve of the naval forces of Canada receiving the style of the Royal Canadian Navy, and of the ships of war of that Navy being designated as His Majesty's Canadian ships.

I have, &c.,
(Sd.) L. HARCOURT.

GOVERNOR GENERAL
HIS EXCELLENCY
THE RIGHT HONOURABLE
EARL GREY, G.C.M.G., G.C.V., &c., &c., &c.

No. 10.

From the Secretary of State for the Colonies to the Governor General:

CANADA.
Miscellaneous.

DOWNING STREET, August 17, 1911.

MY LORD,—I have the honour to request that Your Excellency will convey to your Ministers an expression of the gratification of His Majesty's Government at receiving representatives of the Military and Naval Forces of the Overseas Dominions for the purpose of taking part in the Coronation Festivities which have just terminated.

2. His Majesty's Government feel that the association of the Contingents in London had a good effect in bringing together officers and men from the widely severed portions of the Empire.

3. The most favourable impression was created by the appearance of the Troops on the Coronation Days as well as at the Parade to St. Paul's Cathedral on the 18th of June, and also at the Parade on the 30th of June, when His Majesty was pleased to present them with the Coronation Medal. The detachment of the 79th Cameron Highlanders of Canada were inspected by His Royal Highness the Duke of Connaught at Aldershot on the 1st of July. This detachment was granted the Coronation Medal in the same proportion as was adopted in the case of the Regular Army.

4. Much interest was caused by the inspection made by His Royal Highness the Prince of Wales, by Lord Haldane, the Secretary of State for War, and by Viscount Kitchener, of Khartoum, Field Marshall Commanding the Coronation Troops.

5. His Majesty's Government trust that the Troops will carry back with them a pleasant recollection of their visit.

I have, &c.,
(Sd.) L. HARCOURT.

GOVERNOR GENERAL,
HIS EXCELLENCY,
THE RIGHT HONOURABLE,
EARL GREY, G.C.M.G., G.C.V.O., &c., &c.

No. 11.

From the Secretary of State for the Colonies to the Governor General:

CANADA.
No. 694.

DOWNING STREET, August 18, 1911.

July 22. MY LORD,—I have the honour to transmit to Your Excellency, for the information of your Ministers, the accompanying copy of a letter from the

Admiralty, from which it will be observed that in the case of all Officers and men of the Royal Navy hereafter lent to the Dominion Governments, on whose account a liability for retired pay or pension is incurred by the Admiralty, a stipulation will be made that the Government concerned must bear the non-effective charge.

I have, &c.,

(Sd.) L. HARCOURT.

GOVERNOR GENERAL,
HIS EXCELLENCY,
THE RIGHT HONOURABLE,
EARL GREY, G.C.M.G., G.C.V.O., &c., &c., &c.

Enclosure in No. 11.

C.W. 4271.

ADMIRALTY, July 22, 1911.

SIR,—I am commanded by my Lords Commissioners of the Admiralty to acquaint you, for the information of the Secretary of State for the Colonies, that His Majesty's Treasury has suggested that when Officers and men of the Royal Navy are lent to Colonial and Foreign Governments the borrowing Government should bear the non-effective as well as the effective charge for the period of employment.

My Lords have concurred in the adoption of this principle, and in the case of all Officers and men lent to the Colonies in future on whose account a liability for retired pay or pension is incurred by the Admiralty, a stipulation will be made that the Government concerned must bear the non-effective charge.

I am, &c.,

(Sd.) J. H. BROOKS,
for Secretary.

THE UNDER SECRETARY OF STATE,
COLONIAL OFFICE.

No. 12.

From the Secretary of State for the Colonies to the Governor General:

CANADA.
No. 731.

DOWNING STREET, August 31, 1911.

H. Commr., 11th Aug.
C.O. to H. Commr., 30th Aug.

MY LORD,—I have the honour to transmit to Your Excellency for the information of your Ministers, copy of correspondence with the High Commissioner for Canada on the subject of the cost of the repairs of His Majesty's ship *Cornwall*.

I have, &c.,

L. HARCOURT.

GOVERNOR GENERAL,
HIS EXCELLENCY,
THE RIGHT HONOURABLE,
EARL GREY, G.C.M.G., G.C.V.O., &c., &c.

Enclosure 1 in No. 12.

17 VICTORIA STREET,
LONDON, S.W., August 11, 1911.

Mc. 3/91.

SIR,—I have the honour to inform you that a cablegram has been received from Sir Wilfrid Laurier stating that the Government of Canada gratefully appreciates

the great assistance rendered to H.M.C.S. *Niobe* by H.M.S. *Cornwall*, and adding that as while so engaged the *Cornwall* sustained damage, the Canadian Government wish to bear whatever extra expense will be incurred for repair of that vessel.

I shall be glad if Mr. Secretary Harcourt will be so good as to convey this message to the Lords Commissioners of the Admiralty.

I am, &c.,

(Sgd.) STRATHCONA.

The Under Secretary of State,
Colonial Office, S.W.

Enclosure 2 in No. 12.

Copy.

27870/1911.

DOWNING STREET, August 30, 1911.

MY LORD,—With reference to the letter from this office of August 16, I am directed by Mr. Secretary Harcourt to transmit to you for your information, copy of a letter from the Admiralty on the subject of the offer of the Canadian Government to pay the whole cost of the repairs of His Majesty's ship *Cornwall*. Copies of the correspondence on this subject are being forwarded to the Governor General.

Admiralty to C.O. August 24.

I am, &c.,

H. W. JUST.

The High Commissioner for Canada.

Enclosure 3 in No. 12.

M. 13572.

ADMIRALTY, 24th August, 1911.

SIR,—With reference to your letter of the 16th instant, No. 26478/1911, stating that the Canadian Government wish to bear whatever extra expense is incurred for the repair of H.M.S. *Cornwall* which was damaged whilst proceeding to the assistance of H.M.C.S. *Niobe*, I am to request that the Secretary of State for the Colonies will convey to the Government of Canada their Lordships' high appreciation of this generous and courteous offer, which they gratefully accept, so far as such repairs as are to be carried out at Halifax to enable the vessel to proceed to her home port are concerned.

2. Whilst they fully recognize the generous spirit which prompted the Canadian Government to take upon themselves the cost of all the extra expenses incurred, My Lords feel that the cost of the permanent repairs to the ship, which will be carried out at a Home Dockyard, ought properly to be borne by Imperial Funds and should not fall on the Dominion.

I am, etc.,

C. I. THOMAS.

The Under-Secretary of State,
Colonial Secretary.

No. 13.

From the High Commissioner for Canada to the First Minister:

London, Eng., Sept. 1, 1911,
via Ottawa, Ont., Sept. 2, 1911.

Sir Wilfrid Laurier,
Amherst, N.S.

With reference to your telegram 10th August, Admiralty expresses high appreciation of generous and courteous favour. Gratefully accepts so far as expenses at Halifax are concerned for temporary repairs to *Cornwall* to enable it to reach British ports. Whilst recognizing that generous spirit which has prompted the favour, Admiralty considers that cost of permanent repairs should be borne by Imperial funds.

STRATHCONA.

No. 14.

From the Secretary of State for the Colonies to the Governor General:

CANADA.
No. 756.

Downing Street, 13th September, 1911.

My Lord,—With reference to my despatch No. 573 of the 14th July, I have the honour to transmit to your Excellency, for the information of your Ministers, the accompanying copy of correspondence with the Acting Governor of Newfoundland, on the subject of the status of the Dominion Navies.

O. A. G. No. 70, 14th Aug.

To O. A. G., No. 215, 13th Sept.

I have the honour to be, My Lord,
Your Lordship's most obedient humble servant.

(Signed) L. HARCOURT.

Governor General
His Excellency
The Right Honourable
Earl Grey, G.C.M.G., G.C.V.O., &c., &c., &c.

Enclosure 1 in No. 14.

Newfoundland.
No. 70.

Government House,
St. John's, August 14, 1911.

Sir,—In reference to your despatch, No. 155, of July 14 relating to the Status of Dominions Navies, which I laid before Ministers, with a copy of the Memorandum of Conference between the British Admiralty and representatives of the Dominion of Canada and Australia, I have the honour to transmit a communication received by me to-day from the Prime Minister.

August 12, 1911.

I have, &c.,
(Sgd.) W. H. HORWOOD.

The Right Honourable
Lewis Harcourt,
&c., &c., &c.

Enclosure 2 in No. 14.

PRIME MINISTER'S OFFICE,
ST. JOHN'S, NEWFOUNDLAND, August 12, 1911.

His Excellency the Administrator,

I have the honour to acknowledge the receipt of your communication covering despatch No. 155 in original, from the Right Honourable the Secretary of State for the Colonies, with accompanying copy of a memorandum of a conference between the British Admiralty and the representatives of the Dominion of Canada and the Commonwealth of Australia, on the subject of the Status of Dominion Naval Forces.

I return herewith the despatch as well as the memorandum, and would be grateful if you arrange to let me have a copy of both these documents if you should have them in the office.

I had not an opportunity of submitting to Ministers the memorandum referred to until last evening, and I now desire to convey to you an expression of their opinion in relation to it with the request that you may be good enough to transmit the same to the Secretary of State for the Colonies.

The memorandum purports to be copy of a memorandum of a conference between the British Admiralty and representatives of the Dominion of Canada and the Commonwealth of Australia on the subject of the Status of Dominion Naval Forces, In paragraph 2 of the despatch, covering this Memorandum and signed by the Secretary of State, Mr. Harcourt says: 'This matter was mentioned at the last meeting of the Imperial Conference on June 20 and it was agreed that it should be published simultaneously in this country and in Canada and the Commonwealth.'

It might be implied from this paragraph that the subject matter of the memorandum, the details of the document and the principles embodied therein, might have been disclosed at the Imperial Conference, or that a copy of it might have been read to the Conference. This, however, was not done. It will be found by reference to the Minutes of the last meeting of the Imperial Conference that the only reference to this matter made at that meeting was from Mr. Pearce, one of the representatives of the Austrailan Government at the Imperial Conference, who merely referred to the conferences which were taking place at the Admiralty between that body and the representatives of the Canadian and Australian Governments, with regard to the Status of Dominion Naval Forces, and their co-operation with the Royal Navy It was then agreed, on the suggestion of Mr. Harcourt that a memorandum embodying the conclusions reached at the Conference between the British Admiralty and the representatives of the Dominion and Commonwealth referred to, should, when drawn up, be incorporated amongst the papers to be published in connection with the Imperial Conference. But the terms which the said memorandum was to contain of them were never suggested or foreshadowed, and you will notice by the reports of the Imperial Conference that there is no record of its having been tabled or presented.

By reference to schedule 'A' of the memorandum in question it appears that the Canadian Atlantic station includes the waters north of 30 degrees north latitude, and west of the meridian 40° west longitude. This includes the waters surrounding Newfoundland and you will observe that under the provisions of paragraph 4 of the memorandum, the Canadian Government may establish their stations in the waters referred to in schedule 'A.'

Although this memorandum between the British Admiralty and the Canadian Government could in no way confer any right on that Government to come into the territorial waters of Newfoundland, and will confer on them no more rights than are held and possessed by the navies of any foreign power, it is open to a contrary inference which is likely to create a feeling of doubt and uncertainty in the Dominion affected by this memorandum.

Ministers would strongly contend, and would do so successfully, that the rights enjoyed by the community of Newfoundland cannot be lessened, parted with, changed or ceded without their consent and that the constitutional mode of procuring that consent is through the Legislature of Newfoundland which consent would be essential preliminary to the slightest modification of their territorial or maritime rights, and Ministers feel satisfied that this contention must be borne out by His Majesty's Government, and indeed, that the Canadian and Australian Governments, themselves would be the very last to contend for a contrary position.

With a view, therefore, of there being no misunderstanding hereafter, Ministers suggest that the attention of the Canadian Government be drawn by the Secretary of State for the Colonies to this matter, and that it be made clear that the zone in which their navy may operate in the North Atlantic waters should in no degree encroach on Newfoundland's territorial and maritime waters, and that it be pointed out to them that the memorandum referred to in no way alters the status existing previous to the drawing of that memorandum.

The Newfoundland Government, or its representatives at the Imperial Conference, were not consulted in relation to this memorandum, nor were the Newfoundland members of the Conference present when the terms of the memorandum were agreed upon, nor were they given any opportunity of considering its principles or details and the writer saw it for the first time when it was forwarded by your Excellency a few days ago.

(Sgd.) E. P. MORRIS,

August 12, 1911. *Prime Minister.*

Enclosure 3 in No. 14.

Newfoundland.
No. 215.

DOWNING STREET, September 13, 1911.

SIR,—I have the honour to acknowledge the receipt of your despatch No. 70 of August 14, transmitting a communication from your Prime Minister on the subject of the status of Dominion Navies.

2. In reply I have to request that you will inform your Ministers that the Canadian stations were formed for the purpose of assigning to the Canadian Fleet a definite area of action in the same manner as Commanders in Chief of Stations abroad have a definite command, and in the arrangements discussed with the Canadian Ministers, Newfoundland was expressly excluded as requiring special provisions. In determining the limits of the Canadian Atlantic Station there was no intention on the part of His Majesty's Government or of the Government of Canada to alter the existing position with regard to the control and jurisdiction of the Government of Newfoundland over its territorial waters, or to empower the Dominion Government to establish a station in those waters without the consent of the Government of Newfoundland.

3. The supervision of the Newfoundland fisheries is now carried out by a ship of the Imperial Navy, and there is no present intention of disturbing this arrangement.

4. I trust that this statement will be satisfactory to your Ministers.

5. I am sending a copy of the correspondence to the Governor General of the Dominion of Canada for the information of his Ministers.

I have the honour to be, sir,

Your most obedient, humble servant,

(Signed) L. HARCOURT.

The Officer Administering
The Government of Newfoundland.

No. 15.

From the Governor General to the Secretary of State for the Colonies.

Canada.
No. 817.

GOVERNMENT HOUSE,
OTTAWA, September 23, 1911.

SIR,—With reference to your Despatch No. 650 of August 3, No. 5, covering a copy of a letter from the Admiralty, I have the honour to forward, herewith, for transmission to the Admiralty, a copy of a letter from the Department of His Majesty's Canadian Secretary of State for External Affairs reporting that the Minister of the Naval Service entertains no objection to the adoption of the course proposed in Sir Charles Thomas' letter as regards His Majesty's Ship *Shearwater* or any other of His Majesty's ships on the station.

September 18.

I have, etc.,
GREY.

The Right Honourable
LEWIS V. HARCOURT, M.P.,
Secretary of State for the Colonies.

Enclosure in No. 15.

From the Under Secretary of State for External Affairs to the Governor General's Secretary.

No. 650.

OTTAWA, September 18, 1911.

SIR,—With reference to a despatch from the Secretary of State for the Colonies to His Excellency the Governor General, dated August 3, 1911, I have the honour to state that the Minister of the Naval Service entertains no objection to the adoption of the course proposed in Sir Charles Thomas' letter of July 25 last as regards H.M.S. *Shearwater* or any other of His Majesty's Ships on the station and to suggest that His Excellency the Governor General may be humbly moved to cause an intimation to this effect to be conveyed to the Lords of the Admiralty.

I have, etc.,
JOSEPH POPE,
Under-Secretary of State
for External Affairs.

No. 16.

To the Governor General from the Secretary of State for the Colonies.

Canada.
No. 869.

DOWNING STREET, October 28, 1911.

SIR,—I have the honour to transmit to your Royal Highness, for the information of your Ministers, the papers noted below on the subject of payments on behalf of His Majesty's Ships by the Officer in Charge of the Canadian Naval Establishment at Esquimalt.

I have, etc.,
L. HARCOURT.

The Officer Administering
the Government of
Canada.

Date.	Description.
1911. October 20..	From the Admiralty.

Enclosure in No. 16.

E. 5876/5509.

ADMIRALTY, October 20, 1911.

SIR,—Adverting to your letter of the 5th instant, No. 32,135, I am commanded by my Lords Commissioners of the Admiralty to request you to move Mr. Secretary Harcourt to cause an expression of their Lordships' thanks to be conveyed to the Minister of the Canadian Naval Service for his courtesy in acquiescing in the request of this Department that small payments at Esquimalt falling due during the absence of any of His Majesty's Ships may be made by the Officer in Charge of the Canadian Naval Establishment at that port and reclaimed by him from the Accountant Officers of such ships on their return.

The necessary instructions have been issued to the Commander in Charge, West Coast of America.

I am, etc.,
W. GRAHAM GREENE.

The Under-Secretary of State,
Colonial Office, S.W.

No. 17.

From His Royal Highness the Governor General to the Secretary of State for the Colonies.

Canada.

No. 583.

GOVERNMENT HOUSE,
OTTAWA, November 4, 1911.

SIR,—I have the honour to forward, herewith, for transmission to the Admiralty, a copy of a letter from the Acting Secretary of State for External Affairs covering a copy of an Order-in-Council with respect to Courts Martial.

October 28.

I am, etc.,
ARTHUR.

The Right Honourable
LEWIS V. HARCOURT, M.P.,
Secretary of State for the Colonies.

Enclosure 1 in No. 17.

To His Royal Highness the Governor General:

The undersigned has the honour to submit, herewith, copy of an Order of Your Royal Highness in Council, dated October 25, 1911, with respect to Courts Martial, and to recommend that a copy of this Order may be forwarded to the Secretary of State for the Colonies for the information of the Lords of the Admiralty, to the end that the latter may be acquainted with the arrangements made by the Canadian Government in order to admit of joint action between the Imperial and Canadian Naval Authorities in connection with Courts Martial.

Humbly submitted:

GEORGE H. PERLEY,
For the Secretary of State for External Affairs.

OTTAWA, October 28, 1911.

Enclosure 2 in No. 17.

Copy.
P.C. 2485.

AT THE GOVERNMENT HOUSE AT OTTAWA,
WEDNESDAY, October 25, 1911.

PRESENT:

HIS ROYAL HIGHNESS THE GOVERNOR GENERAL IN COUNCIL.

His Royal Higness the Governor General in Council is pleased under the provisions of the Naval Service Act to order and it is hereby ordered as follows:—

1. That all powers and duties vested in or imposed upon the Admiralty or the Lords of the Admiralty under the provisions of Part IV ("Courts Martial") of the Naval Discipline Act 1866 and under Chapter VII of the King's Regulations and Admiralty instructions (Courts Martial) shall be exercised and performed by the Minister of the Naval Service. And the powers and duties vested in or imposed upon the Secretary of the Admiralty under the said provisions shall be exercised and performed by the Deputy Minister of the Naval Service.

2. That the Minister of the Naval Service shall have power to grant commissions to any officer in the Naval Service on full pay or with the consent of the Lords Commissioners of the Admiralty to any officer in His Majesty's Navy on full pay authorizing such officer to order Courts Martial.

3. That with the approval of the Minister, and with the consent of the Lords Commissioners of the Admiralty, Officers of His Majesty's Navy may sit as members of a Court Martial.

4. That a Court Martial shall not be held unless at least two of His Majesty's Canadian ships not being tenders, and commanded by captains, commanders or lieutenants of the Naval Service on full pay, or one such Canadian Ship and a Ship of His Majesty's Navy not being a tender, and commanded by a captain, commander or lieutenant of His Majesty's Navy on full pay, are together at the time when such Court Martial is held.

5. That a Court Martial shall be held on board of one of His Majesty's Canadian Ships or vessels of war or on a ship or vessel of war of His Majesty's Navy.

6. That any amendments to the King's Regulations and Admiralty Instructions, published in the Addenda 1911, relating to Courts Martial, passed after the coming into force of the Naval Service Act, in so far as the same may be applicable, shall apply to the Naval Service.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

No. 18.

From the Secretary of State for the Colonies to the Governor General.

Canada.

No. 912.

DOWNING STREET, November 15, 1911.

SIR,—I have the honour to request Your Royal Higness to inform your Ministers that I understand from a telegram received by the Admiralty on October 20, from Rear Admiral Kingsmill, that an agreement between your Government and the Marconi Company provides that the Canadian Naval Service shall be deemed to be part of the Royal Navy as regards any agreement in force between the Admiralty and the Company.

2. I do not appear to have been furnished with any copy of this agreement and as it is of importance to His Majesty's Government in connection with the general question of wireless telegraphy, I shall be glad to be furnished with three copies as soon as possible.

I have the honour to be, sir,
Your Royal Higness's most obedient
humble servant,
(Sgd.) L. HARCOURT.

Governor General
His Royal Highness
THE DUKE OF CONNAUGHT AND STRATHEARN, K.G., K.T., K.P.,
G.C.B., G.C.S.I., G.C.M.G., G.C.I.E., G.C.V.O.,
&c., &c., &c.

No. 19.

From the Deputy Minister of the Naval Service to the Under-Secretary of State for External Affairs.

OTTAWA, December 5, 1911.

SIR,—I have the honour to request that you will inform the Secretary of State for the Colonies, with reference to Paragraph 3 of the 'Memorandum of Conferences between the British Admiralty and Representatives of the Dominion of Canada and Australia,' that the distinctive flag to be flown at the jack staff of H. M. Canadian ships will be the Blue Ensign with the Canadian arms in the Fly, and that, in accordance with the conclusions of the Conference, embodied in the Memorandum, the Naval Ships of the Dominion of Canada will hoist the White Ensign at the stern, and will fly the White Pendant.

I have the honour to be, sir,
Your obedient servant,
G. J. DESBARATS.
Deputy Minister.

The Under-Secretary of State
for External Affairs,
Ottawa.

No. 20.

P. 43.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on December 19, 1911.*

The Committee of the Privy Council have had before them a report, dated December 7, 1911, from the Secretary of State for External Affairs, stating, with reference to Paragraph 111 of the Memorandum of Conferences between the British Admiralty and representatives of the Dominion of Canada and the Commonwealth of Australia, laid before the Imperial Conference at its last meeting,—that the Naval Ships of the Dominion of Canada will hoist at the stern the White Ensign as the symbol of the authority of the Crown, and will fly the White Pendant.

The Minister observes that it is proposed also to fly as a distinctive flag of the Dominion the Blue Ensign with the Canadian Arms in the Fly.

The Committee, on the recommendation of the Secretary of State for External Affairs, advise that Your Royal Highness may be pleased to forward a copy hereof to the Right Honourable the Principal Secretary of State for the Colonies for the information of His Majesty's Government.

All of which is respectfully submitted for approval.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

From the Secretary of State for the Colonies to the Governor General.

Canada.
No. 10.

DOWNING STREET, January 6, 1912.

SIR,—I have the honour to transmit to you, for communication to your Ministers, copies of the Naval Discipline (Dominion Naval Forces) Act of the Imperial Parliament.

2. Your Ministers will observe from section 1 (2) of the Act that it will not come into operation in relation to the ships or forces of a self-governing Dominion unless provision to that effect is made in the Dominion.

I have, etc.,
L. HARCOURT.

Governor General
His Royal Highness
THE DUKE OF CONNAUGHT AND STRATHEARN, K.G., K.T., K.P.,
G.C.B., G.C.S.I., G.C.M.G., G.C.I.E., G.C.V.O.,
&c., &c., &c.

Enclosure in No. 21.

[1 & 2 Geo. 5.] [Ch. 47.]

Naval Discipline (Dominion Naval Forces) Act, 1911.

CHAPTER 47.

An Act to declare the effect of the Naval Discipline Acts when applied by the legislatures of self-governing Dominions to the Naval Forces raised by such Dominions.

Be it enacted by the King's most Excellent Majesty, by and with the advice of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

2 GEORGE V., A. 1912

[16th December 1911.]

Discipline Acts as applied to naval forces of self-governing dominions, 29 & 30 Vict. c. 109.

1.—(1) Where in any self-governing dominion provision has been made (either before or after the passing of this Act) for the application to the naval forces raised by the dominion of the Naval Discipline Act, 1866, as amended by any subsequent enactment, that Act, as so amended, shall have effect as if references therein to His Majesty's Navy and His Majesty's ships included the forces and ships raised and provided by the dominion, subject, however—

(*a*) in the application of the said Act to the forces and ships raised and provided by the dominion, and the trial by court-martial of officers and men belonging to those forces, to such modifications and adaptations (if any) as may have been or may be made by the law of the dominion to adapt the Act to the circumstances of the dominion, including such adaptations as may be so made for the purpose of authorizing or requiring anything, which under the said Act is to be done by or to the Admiralty or the Secretary of the Admiralty, to be done or to be done by or to the Governor General or by or to such person as may be vested with the authority by the Governor General in Council; and

(*b*) in the application of the said Act to the forces and ships of His Majesty's Navy not raised and provided by a self-governing dominion, to such modifications and adaptations as may be made by His Majesty in Council for the purpose of regulating the relations of the last-mentioned forces and ships to the forces and ships raised and provided by the self-governing dominions or any of them:

Provided that, where any forces and ships so raised and provided by a self-governing dominion have been placed at the disposal of the Admiralty, the said Act shall apply without any such modifications or adaptations as aforesaid.

(2) This Act shall not come into operation in relation to the forces or ships raised and provided by any self-governing dominion, unless or until provision to that effect has been made in the dominion.

(3) For the purposes of this Act, the expression 'self-governing dominion' means the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, and Newfoundland.

Short title. 2. This Act may be cited as the Naval Discipline (Dominion Naval Forces Act, 1911.

RETURN

(50)

Of detailed statement of Receipts and Expenditure of the National Battlefields Commission to March 31, 1911, in accordance with Statutes of 1908, chapter 57, section 12.

THE NATIONAL BATTLEFIELDS COMMISSION,
2 COOK STREET, QUEBEC, March 31, 1911.

Sir GEORGE GARNEAU,
Chairman.

C. E. GAUVIN,
Secretary.

QUEBEC TERCENTENARY CELEBRATION.

RECEIPTS.

Balance on hand, March 31, 1910, as per the Auditor General's Report, 1909-1910, page G—34	$ 9,209 97
Balance of advance made April 1, 1908, to Sir George Garneau, Chairman, for miscellaneous disbursements	284 44
	$ 9,494 41

EXPENDITURE.

Charges of management and other expenses	$ 3,033 07
Balance on hand	$ 6,461 34

Details of above expenditure:—Charges of management and other expenses ($3,033.07).

Crichton Bros., repairs *Don de Dieu*	$ 19 47
Champlain Society, one half of grant	2,500 00
Dominion Express Company, re *Don de Dieu*	6 75
Garneau, Sir George, *re* express on Medals	6 85
Taché, E. E., Design of the Tercentenary Commemorative Medal	500 00
	$ 3,033 07

(Signed) ERNEST F. WÜRTELE,
Hon. Treasurer.

50—1

THE NATIONAL BATTLEFIELDS COMMISSION,
2 COOK STREET, QUEBEC, March 31, 1911.

SIR GEORGE GARNEAU,
Chairman.

C. E. GAUVIN,
Secretary.

NATIONAL BATTLEFIELDS FUND.

RECEIPTS.

Balance on hand March 31, 1910, as per the Auditor General's Report, 1909-1910, page G—34		$ 336,434 06
Interest, Bank of Montreal on deposits	$11,512 41	
Sale of Hay from Battlefields	45 00	
Subscription, General	5 00	
Subscription, Quebec Battlefields Association, Montreal Branch, School Children	1 30	
		$ 11,563 71
		$ 347,997 77

EXPENDITURE.

Purchase of Property	$11,953 04	
Charges of Management and other expenses	5,836 24	
		$ 17,789 28
Balance on hand		$ 330,208 49

DETAILS OF ABOVE EXPENDITURE.

Purchase of Property ($11,953.04)—

Lagaeé, Théo., house and lot	$ 2,532 64
Robitaille, Jos., house and lot	1,428 90
Robitaille, L. A., house and lot	2,818 00
Tanguay, Mrs. Agnes L., house and lot	5,173 50
	$ 11,953 04

Charges of Management and other expenses ($5,836.24)—

Bell Telephone Co., telephone service	$ 41 00
Belleau, J., Contractor, valuation of building material	3 00
Bon Pasteur, engrossing Resolution, Sir George Drummond	45 00
Canadian Parliamentary Guide	2 00
Canadian Pacific Railway Co's Telegraph, Telegrams	3 38
Chinic Hardware Company, sundry expenses	1 85
Commercial Academy, rent to Jan. 11, 1911	900 00
Commercial Academy, taxes	83 25
Commercial Academy, linoleum for hall of offices	18 40
Denison, Colonel George T., travelling expenses	98 50
Dunsford, W. H., travelling expenses	27 95
Evoy, P. J. stationery	4 05

Garneau, Sir George, shade for lamp	$ 0 45
Garneau, Sir George, travelling expenses	27 30
Gauvin, C. E., salary as secretary from May 15, 1910, to Mar. 31, 1911	2,187 46
Gauvin, C. E., Plans and Surveys, made before May 15, 1910.	308 00
Gauvin, C. E., expenses account, express, stamps, etc	25 56
Gauvin, C. E., travelling expenses	30 40
Harrower, T. J. & Co., furniture	4 00
Hendrie, Hon. Lt.-Col. J. S., travelling expenses	25 00
Joncas, Tremblay & Malouin, Surveyors, *re* picketing grounds	75 00
Jordan, J. A., translating Hon. A. Turgeon's speech	25 00
Lafrance, V., memorial Sir George Drummond	21 00
Lafrance, V., mounting plan of the Quebec Battlefields Park.	1 65
Lemieux, F. X., stenographer, *re* Hon. A. Turgeon's speech.	13 50
Lower, S., repairs	3 00
Maheux, George H., salary from May 23 to November 1, 1910.	238 06
Marier & Tremblay, painting office sign	5 00
Moreau, E. T., furniture and repairs	6 20
Meredith & Meredith, notarial services	93 55
Moore, T. J. & Co., printing and stationery	20 71
Nesbitt, E. T., Contractor, sundry valuations and estimates.	86 75
Paquet Limited, furniture	116 04
Pritchard, Andrews & Co., seal of the Commission	40 00
Quebec Electric Co., electric fixtures	3 85
Quebec Railway, Light, Heat and Power Co., electric light	17 87
Rosenthal & Sons, Cards for Tercentenary Commemorative Medals	3 75
Samson, J. H., extract from cadastral plan, re Martello tower No. 4	3 00
Tierney, W. A., moving guns from the citadel to the Battlefields Park grounds	370 00
Thomson, John, typewriter ribbons	2 00
Turgeon, Hon. A., travelling expenses	25 95
United Photo. Stores, furniture	8 73
Walker, Sir Edmund, travelling expenses	387 39
Walker & Campbell, Brass door plate	15 00
Wilson, Frank B., clerical services to March 31, 1911	371 94
Würtele, Ernest F., travelling expenses	30 00
Zanettin, L., furniture	14 75
	$ 5,836 24

(Signed ERNEST F. WÜRTELE,
Hon. Treasurer.

REPORT AND CORRESPONDENCE

OF THE

OTTAWA IMPROVEMENT COMMISSION

RELATING TO THE

IMPROVEMENT AND BEAUTIFYING

OF

OTTAWA

PRINTED BY ORDER OF PARLIAMENT

OTTAWA
PRINTED BY C. H. PARMELEE, PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1912

[No. 51a—1912]

RETURN

(51*a*)

To an Order of the House of Commons, dated the 10th January, 1912, for a copy of all petitions or memoranda presented to the Government, respecting work done or to be done for the improvement and beautifying of Ottawa.

W. J. ROCHE,
Secretary of State.

Ottawa, 1st February, 1912.

Ottawa, November 24, 1911.

Hon. R. L. Borden, Premier,
House of Commons,
Ottawa.

This deputation which has the honour of waiting upon you to-day is composed of members of the Royal Architectural Institute of Canada. This body has recently consolidated with itself the various Provincial Associations of Architects and, therefore, on behalf of the Architects of Canada, take this opportunity of congratulating you and the members of your Government on your accession to office.

The wish of this deputation is to impress upon you and your Government the fact that for a considerable time past there has been a growing desire throughout the country, that in the civic improvements of Ottawa, the greatest forethought and care should be taken.

In evidence of this we herewith present resolutions passed by the following bodies:—

1. A resolution passed on October 4, 1911, by the Royal Architectural Institute of Canada at its Annual Meeting in Montreal relative to the appointment of an honorary technical commission to report on improvements to Ottawa.
2. A resolution passed on October 4, 1911, by the Royal Architectural Institute of Canada at its Annual Meeting in Montreal, relative to the matter of site and design for new Departmental buildings.
3. A resolution passed by the Ontario Association of Architects at its Annual Meeting in Ottawa on September 13, 1911, relative to the development of the City of Ottawa.
4. Quotations from *Hansard* in 1905, 1906, 1907, and 1909, relative to the designs for Departmental buildings.
5. Addresses and resolutions from the Royal Architectural Institute of Canada, The Quebec Association of Architects, The Ontario Association of Archi-

tects, The Manitoba Association of Architects, and the Alberta Associations of Architects, relative to the designs for Departmental buildings, and public buildings.

6. A copy of the Gage Act taken from the United States Statutes, relative to the adoption by the United States of a policy whereby architects in private practice selected by competition or otherwise, are employed to design and supervise the erection of public buildings.

Ottawa, the Capital City, gifted with a magnificent natural site and an abundant water power has an undoubted future. Now on the threshold of its metropolitan life it would be wise not to leave to haphazard, changes that have become a pressing necessity. The difficulty of finding a decisive site for the new public buildings, the question of a proper entrance into the city of the railways which are constantly increasing in number, the proper development of the park system, and what is equally obvious and even more difficult of solution, the need of future amendments to the street system of the city itself, all point to the necessity of careful consideration of the matter.

Therefore, this deputation in pursuance of the resolutions already mentioned, beg to urge upon you and your Government that an honorary technical commission, not exceeding five in number, be commissioned by your Government and provided with the requisite means to report on an adequate plan for the future civic improvements of Ottawa on the broadest possible lines commensurate with its position as the capital of the Dominion and its commercial importance.

In the question of the designing of Dominion Government buildings and particularly in regard to the projected departmental building, the deputation beg leave to submit the resolutions which we submitted to the Government in January, 1910, and urge the adoption of the principle.

As a precedent for these suggestions we may point to similar action which has been taken by the Imperial and American Governments, advised by their Institutes of Architects, in the adoption of their recommendations by these governments and the magnificent result obtained therefrom in Washington and in English cities.

The continent of Europe also furnishes innumerable examples of the beneficial results of careful planning by the people collectively and individually, and their enjoyment of living in wholesome and artistic surroundings.

Further and more particular information on the subject we attach to the resolutions, including the Gage Act under which private architects have been employed with such satisfactory results in the erection of the public buildings in the United States.

We are satisfied that this is a physiological moment for action in the economic and artistic progress of our capital, and hope your Government will give this more than passing consideration.

F. S. BAKER,
President.

J. A. VENN,
Hon. Secretary.

RESOLUTION OF THE ROYAL ARCHITECTURAL INSTITUTE OF CANADA, AT THEIR ANNUAL MEETING IN MONTREAL, OCTOBER 4, 1911.

Moved by H. B. GORDON, of Toronto. Seconded by J. H. G. RUSSELL, of Winnipeg:

WHEREAS the Federal Government of Canada has for some years been contributing a considerable amount of money with the laudable intention of beautifying the City of Ottawa and its environs.

AND WHEREAS this work has been carried out without any comprehensive study or plan of the whole possible scheme of improvement.

AND WHEREAS many things have been done which are unsuitable and inadequate and will require change.

The Royal Architectural Institute of Canada in their Annual Convention assembled, respectfully petition the Federal Government of Canada to appoint an advisory commission of not more than five persons, all of whom have artistic or technical knowledge directly valuable to the evolution of a general scheme of improvement. Such gentlemen to serve without remuneration (their travelling expenses only being reimbursed). This Commission to have authority to employ such technical help as may be necessary for the amplification of their ideas and the preparation of the necessary drawings. Also to consult specialists in regard to the feasibility and desirability of carrying out any or all parts of their proposed scheme. And that the Federal Government be asked to assume the expense of such Commission as above outlined.

Also that the Federal Government be respectfully solicited to exercise their good offices in securing the co-operation of the authorities of the City of Ottawa and the present Ottawa Improvement Commission in the carrying out of the suggestions of the proposed advisory commission.

RESOLUTION OF THE ROYAL ARCHITECTURAL INSTITUTE OF CANADA, AT THEIR ANNUAL MEETING IN MONTREAL, OCTOBER 4, 1911.

Moved by ALCIDE CHAUSSE, of Montreal. Seconded by J. W. H. WATTS, of Ottawa:

That the Council be instructed to approach the Federal Government with a view of having the matter of departmental buildings about to be erected re-considered with reference to site and designs.—Carried unanimously.

RESOLUTION OF THE ONTARIO ASSOCIATION OF ARCHITECTS AT THEIR ANNUAL MEETING IN OTTAWA, SEPTEMBER 13, 1911.

Resolved, That the Ontario Association of Architects in congress assembled, desires to express its appreciation of that fact that measures are being taken to materially add to the dignity and beauty of Ottawa as the capital city and further that the association respectfully suggests that the time has arrived for a broader outlook on the situation with a view to providing for the necessities of the future both governmental and civic. Further, in view of the criticisms of certain eminent landscape architects and town-planners who have studied the question recently, it is very necessary that some system should be adopted for the co-ordination of the several works in progress and for planning of future works as part of harmonious whole.

The association, after a careful inspection of the work that has already been executed, feels that much which has been done, will have to be undone, as it neither meets the demands of the situation in design or execution. The association would respectfully point out that in many cases the fundamental principles of the disposition of masses and of consideration for natural features, have given place to a striving after-effect by over-elaboration of detail and the use of a quantity of meretricious ornament quite devoid of artistic quality.

Having regard to these facts, the association would respectfully urge upon the Government, the appointment of an advisory commission of architects (nominated by the Council of the Royal Architectural Institute) which would study the question from all points of view and particularly in regard to future needs. The association would point out the success which attended the appointment of such a commission at Washington, D.C. If the dignity of Ottawa as a capital city is to be preserved to posterity, it is incumbent that a wise disposition of streets, departmental and civic buildings be made now. The greatest heritage that can be handed down to future Ottawa is a well planned city.

January 17, 1910.

STATEMENT OF DELEGATION WITH QUOTATIONS FROM HANSARD.

To the Honourable,
The Minister of Public Works,
Ottawa, Ont.

In opening the statement of our case we beg to quote briefly from the Hansard report of the proceedings of the Dominion Parliament as follows:—

On July 14, 1905, the then Minister of Public Works, Mr. Hyman, said,

> If I have the carrying out of the work I intend to erect a modern building with modern offices and not, as in the present buildings, where the clerks have small rooms. I think we should adopt the most modern methods in the erection of the new buildings.

On June 30, 1906, he said;

> What I have in my mind, what I intend to bring before my colleagues and what I hope will receive their assent is that when we have surveyed the land we shall ask every architect in Canada to submit plans and to offer a premium or prize for what we may consider the first, second or third plans submitted. I do not propose taking upon myself the responsibility of making the decision. My own idea is to call upon the presidents of the Architect's Associations in Ontario and Quebec to join with the Department in deciding upon these plans. I have not decided as to the amount which it would be necessary to give in the way of a prize or reward for these plans, but that is the idea that I have in my own mind and I hope in that way to get the best ideas that we can get from any Canadian architect.

On February 22, 1907, we extract the folowing debate:—

> Mr. Fisher (Acting Minister of Public Works).—An invitation has been issued to the architects of Canada to take part in the competition for plans for

the building or buildings to occupy this site. One will be a Departmental building north of the Lindsay block and the other a building for the Justice Department and the courts between St. Patrick street and the Mint. I have here a little book which has been issued to the architects giving the rules under which the competition is to be carried on. The plans are to include not only the buildings but the laying out of the properties. Under the rules, competing plans must be sent into the department in time to be opened for examination by the 1st of July.

Mr. ARMSTRONG.—Will members of the House have an opportunity to look at these plans before the buildings are contracted for?

Mr. FISHER.—Yes, I may say that the government does not pledge itself to accept any of those plans. It invites competition, and there is a committee of three architects who will award the prizes, namely, the President of the Architects' Association of Ontario, the President of the Architects' Association of Quebec, and the Departmental architect. The Government Department owns the plans as soon as they are sent in, and can do what it pleases with them.

Mr. ARMSTRONG.—I am glad to know that the Government have adopted the plan of calling in the assistance of eminent architects. We have a beautiful city, it is going to be the Washington of the North, and we cannot take too much care with reference to the public buildings we are putting up.

On November 26, 1909, we extract the following:—

Mr. FOSTER.—It would not be too much trouble to have the plans that have been accepted hung in the Railway Committee room for the information of members?

The HON. MINISTER OF PUBLIC WORKS.—These buildings are not being constructed upon any plan accepted from outside. The plans on which it is proposed to proceed with construction are prepared by the Chief Architect of the Department. We could have these brought in.

Mr. CROCKET.—Does the minister say that the plans are completed?

The MINISTER.—They are well on toward completion.

So far as we are aware this statement of Nov. 26, 1909, is the first information given the public that the preparation of plans for the Departmental buildings had been entrusted to the employees of the Department of Public Works.

The first seven clauses of the petition of the Royal Architectural Institute of Canada, an organization covering the entire Dominion, and embracing in its membership some of the best men in the profession from Halifax to Victoria, has this to say. (See pages 14, 15 and 16).

The Quebec Association of Architects, makes protest and quotes resolutions of the Quebec and Ontario Associations of Architects passed in January, 1907, about the time of the publication of the terms of the competition. (See pages 17, 18 and 19).

It was the assurance of these special delegates, Messrs. E. Darling and Prof. Nobbs, which we had from their own lips, which included many of the competitors to enter the competition, Mr. Darling himself entering.

The Ontario Association of Architects enters a protest, and presents considerations supporting the protest.

The Manitoba Association of Architects presents a strong plea for government aid in architectural work.

The Alberta Association of Architects, voices the general desire that important buildings be entrusted to the profession, recognizing at the same time the need for a Government architect.

We append a copy of the United States Act (Chap. 146 U.S. Statutes at Large, Vol. 27) authorizing the Secretary of the Treasury to obtain plans and specifications for public buildings to be erected under the supervision of the Treasury Department and approved Februray 20, 1893. (No less than 17 years ago).

The regulations for the enforcement of the Act first of all cover provisions for obtaining competitive designs and very much after the type of the conditions used in the competition for Departmental buildings, and then go on to state that the architect receiving the first award will be employed to complete the working drawings and exercise the usual supervision of a fee of 5% on all sums up to $500,000; beyond this scale of fees a descending ratio prevails as the cost ascends.

The usual stipulation is inserted permitting the Department to refuse to give the work to a competitor, a safeguard in the event of incompetency.

An important provision is embodied in clause 16, stipulating that the architect to whom the commission is awarded shall revise his competitive drawings to meet the further requirements of the Secretary of the Treasury.

This is well understood, even if unwritten law, in the case of competitions, and the competitors for the buildings in question would doubtless be only too glad to make such changes in their plans as might be proved necessary in the working out of the scheme of housing the employees of the Government.

It will be observed that the petitions of all four provincial associations emphasize the fact that the giving of important architectural work to the architects is the rule in all the countries of the world where art is encouraged, and including the United States, Great Britain, Germany, France, Austria, Italy, &c.

These petitions represent the deliberate, unbiassed opinion of the men best qualified to pronounce upon the subject at issue, the men who are seized with a great desire for the raising of the character of the architectural creations of the country, the men who see, as can no layman, our comparative crudities, the men who know what other countries have done, and who have seen and appreciated the great advance which such methods have made possible in those countries. Similar representations, with the same Dominion-wide unanimity, by any body of men in commercial life concerning *their* needs would, we are sure, have quick and hearty response from the Government.

We are decades behind the times, architecturally speaking, and while men of letters, artists and sculptors, have been lauded to the skies, the architects, whose profession ranks even higher than some of those mentioned, are left without encouragement.

When the competition for these buildings was inaugurated in 1907 we hoped a new day for architects had dawned and that we would receive the consideration by

Government which the country and the profession so much need, and surely we are not now to suffer disappointment.

An adverse decision on the part of the Government would set back the hand of progress, and the present generation of architects would be a unit against entering any future Government architectural competitions unless fairer treatment were assured.

We beg also to call your attention to the fact that the following resolutions was passed at the convention of our institute in August, 1907, and soon after forwarded to the Government:—

> 'Resolved by the Institute of Architects of Canada in congress assembled that we respectfully bring before the Government of the Dominion the advisability of the appointment of a commission of architects who shall advise with the government upon all architectural matters in connection with the public buildings and monuments in the Dominion.'

If an architectural commission of this kind were in existence it would serve to keep the minister and the country in touch with modern ideas and methods, and would remove a load of responsibility from the shoulders of the Government who cannot, with the multiplicity of problems to be considered, give that sympathetic and intelligent consideration which such a subject so absolutely demands.

A commission of architects of high standing would be glad to serve without fee or reward.

We feel certain that the public will support a broad and liberal action by the Government if such action is rightly and sympathetically explained.

Therefore, we now beg to insist most respectfully upon your favourable decision and can accept no other answer than one in favor of our petitions.

Respectfully submitted.

THE ROYAL ARCHITECTURAL INSTITUTE OF CANADA.

December 30, 1909.

To the Honourable,
The Minister of Public Works,
Ottawa.

DEAR SIR,—The President and Council of the Royal Architectural Institute of Canada, a body incorporated under a Dominion Charter, with a membership of more than 250 architects, have the honor to present the following for your consideration:—

1. In the year 1907, the Government, through the Public Works Department, arranged a competition open to the architects of Canada, for designs and preliminary information in connection with the erection of extensive departmental buildings for the Dominion of Canada on Major's Hill park, at Ottawa.

2. The competition was conducted in due course, and large sums of money were spent by a great number of architects in preparing designs and the accompanying information, some of which were submitted to the department, and some of which were never fully completed or submitted. This work represented the professional brains of the architects of the country.

3. The assessors appointed finally made the awards as required by the conditions and the design of a Canadian architect of high standing was placed first, and its author awarded the first prize. No fault was found with this decision by the architects of the country who generally approved of the design which was considered suitable to form the basis of the finished design of the buildings when worked out by the author. Every architect presumed that the winner of the competition would be requested to prepare the working drawings and supervise the erection of the structure. An architect in submitting preliminary designs for a building exposes the best efforts of his brains and produces the real design for the scheme.

4. It is now stated that the government is having its own Department of Architecture prepare a totally different design for the buildings, and this body wishes to urge upon the government the harmful effect which this policy must have if carried out, in connection with this or any other public building for which a competition has been held. As a representative body of the art of architecture throughout the entire Dominion, the Royal Institute asks that in this and in all other similar cases, the winner of the competition be entrusted with the carrying out of his design, and submits that the best results will be obtained by retaining the author of the design to carry the work through to completion, thus giving the government the assurance that an artistic excellence will characterize every detail of the building, and that every alteration or amendment of the original scheme which may be made to meet the requirments of the department shall be made to harmonize with the whole design.

5. Nor should the department be called upon to carry out the designs submitted by the architect for the reason that in addition to the commission which accrues to him upon a building which he resigns, there is also a professional kudos, which means very much to an architect who devotes energetic study over a long period, and who, as a rule, is given an opportunity to carry out very few large structures during his career. Thus, it will be seen that if the government should take the designs prepared by the winner of this competition and simply develop them mechanically and upon this construct a building, the winner would be deprived of the real value of his work; the country would lose the carrying out of a design by an acknowledged artist, and the building would lose the individuality essential to its artistic character.

6. The art of architecture throughout the Dominion as well as the sister arts, would be very much encouraged, if the winning author were allowed to complete his work. The small amount, if any, which the country would save through having the department do this work and we submit create this injustice, would be of no moment to the country. Any government must have regard to the light in which its actions are viewed, if its country is to occupy an honourable position in the world.

7. No disparagement is cast by this upon the Architectural Department of the government, and we trust that the force of our reasoning may be given full consideration in the interests of the architectural profession throughout the Dominion, which we are able to assure you requires all the support which the government can give it, if Canadian achitecture is to rise to a standard which will make it agreeably prominent in the history of the world.

8. We beg, also to call your attention to the fact that the following resolution was passed at the convention of our institute in August, 1907, and soon after forwarded to the government:

'Resolved by the Institute of Architects of Canada in congress assembled that we respectfully bring before the Government of the Dominion the advis-

ability of the appointment of a Commission of Architects who shall advise the Government upon all architectural matters in connection with the public buildings and monuments in the Dominion.'

In asking for this commission, we beg to remind you that a similar commission in connection with paintings, statuary, &c., is now in existence, having been appointed on the advice of the Royal Canadian Academy.

Yours very respectfully,

(Sgd.) A. F. DUNLOP,
President.

(Sgd.) ALCIDE CHAUSSE,
Hon. Secretary.

QUEBEC ASSOCIATION OF ARCHITECTS.

MONTREAL, January 4, 1910.

To the Honourable
The Minister of Public Works,
Ottawa, Ont.

DEAR SIR,—It having come to the knowledge of the Province of Quebec Association that the Federal Parliament have passed an appropriation for the erection of additional departmental buildings in Major's Hill Park, Ottawa, and that it is the intention of the Government to erect these buildings from plans prepared by the Chief Government Architect, it is hereby resolved that inasmuch as these are the buildings for which a competition was held and a unanimous judgment rendered in June, 1907, by the experts appointed by the Government to assess these designs, this Association hereby respectively protests against the action of the Government in not entrusting the designing and supervision of the building to the architects who won the competition.

The Association takes exception to the action of the Government because it violates the principle of architects sharing in the design and erection of public buildings and monuments, and is in distinct opposition to the precedent existing in countries such as France, Great Britain, the United States and Germany, &c., where for all important works the services of eminent practitioners are made use of, either by competition or invitation. It is the action of this principle that has given the world its greatest architectural achievements.

The following motions passed by the Province of Quebec Association of Architects and the Ontario Association of Architects unanimously in general meetings bearing on this matter were presented to the Acting Minister of Public Works by a delegation which was sympathetically received by him:—

Resolved, 'The Council of the Province of Quebec Association of Architects are of the unanimous opinion that a grave injury to public interest would result from any attempt to carry out buildings of such important character by the methods reported in the Press as contemplated by the Government, viz.:—that the Government Architect should design and carry out the works on lines suggested in the four winning competitive schemes, and we are convinced that good Architecture cannot be produced

by such method of procedure. From the professional point of view such a proposal is extremely unfair. The main principle of professional usage on which our code is based in regard to competitions is, that:—The author of the design placed first should carry out the work. In this particular case we hold most strongly that the Government Architect should be associated with the winner as joint Architects on a percentage basis, as is done in other countries where large Government work is in question.'

Resolved, 'This Convention of the Ontario Association of Architects desires to express their appreciation of the intention of the Dominion Government to encourage Canadian Architecture by means of a competition among Canadian Architects for the new Government buildings in Ottawa. At the same time it desires most respectfully to state that the intention to secure the best Canadian talent in the designing of these buildings is likely to prove abortive by reason of the lack of any assurance that the successful competitor will be employed to carry out his design. The ordinary logical outcome of any competition is to employ the successful firm to complete the design in all its details and superintend its erection; and without some assurance that such a course is to be followed in the present case we feel sure that the best men in the profession in Canada, the very men who are desired in the competition will not compete. We deem it essential to the successful carrying out of any designs that its author be entrusted with the supervision of its execution and it be an instruction to the Council of the Association to confer with the Quebec Association as to the best time and method of bringing this matter to the attention of the Government and to act in the matter as deemed best.'

The competitors whose designs were premiated would not have competed at all but for the assurances of the delegates who waited on the Minister, that they considered that the competition was to be in thorough accord with professional practice.

The Association feels deeply that it is alike in the interest of the public and of the profession that in this case the customary practice be followed with regard to the award of the commission of the work to the winner of the competition and respectfully begs the Government to reconsider their action in the matter.

Yours truly

(Sgd.) T. E. RESTHER,
President.

ONTARIO ASSOCIATION OF ARCHITECTS.

94 King St., West, Toronto, January 6, 1910.

The Honourable
The Minister of Public Works,
Ottawa, Ont.

The Ontario Association of Architects having heard that the Department of Public Works at Ottawa is engaged in preparing drawings for the erection of the new Departmental building and the building for the Supreme Court, beg to respectfully enter a protest against this method of proceeding in regard to these buildings, and to present to the Government the following considerations in support of their protest:—

In 1907 the Government instituted a public competition for a design for these buildings, and appointed assessors to draw up the conditions of competition and to judge the competing designs.

The assessors reported that the design placed first showed talent and capacity such that the Government could safely employ the designer to prepare working drawings for the buildings and supervise their erection.

We beg to suggest that it is for the public interest that this recommendation of the report should be carried out.

The Department of Public Works has not shown in its latest and best recent work capacity for producing designs worthy of this important occasion; when a successful building will do so much to beautify the Capital; and when, on the other hand, a piece of poor design, of such magnitude as these buildings, would detract from the beauty of the existing group of buildings.

It is the custom both in England and the United States to employ architects of distinction for special buildings, either by means of a professional competition or by appointment; and this is the more remarkable in that, in the United States, the Treasury Department of Architecture has been for some years a model of organization under an architect of conspicuous ability.

It is in the erection of buildings for the ordinary necessities of Government—such as the smaller post offices, custom houses, &c.—that a permanent department finds its natural work, and even here, the example of the Winnipeg Post Office shows that on special occasions, a departure from the practice is an advantage. That greater opportunities of a special character should be given to men foremost in the practice and advance of architecture in the country is the decision of experience in all countries.

GEO. W. GOUINLOCK,
President.

WM. R. GREGG,
Registrar.

MANITOBA ASSOCIATION OF ARCHITECTS.

WINNIPEG, January 4, 1910.

To the Honourable,
The Minister of Public Works,
Ottawa.

DEAR SIR,—The President and members of the Manitoba Association of Architects desire to place before you the following resolution passed unanimously at the last regular meeting of the Association:—

That as in our opinion an architectural style characteristic of a country can only be developed when encouraged by the Government and fostered by the nation, and that as it is to the Government that most large undertakings of a monumental nature may be looked for, it can well be understood that without the Government's aid in the most liberal spirit, the growth of the National architecture must be materially retarded. In our opinion, therefore, a great work may be consummated by the Government in placing commissions for its more important work directly in the hands of individuals practising architects, who may from time to time show their ability for handling such work, and in whom full responsibility should be vested, and con-

fidence developed thereby. It has been observed that the feeling of such responsibility frequently enables the artist to rise above the level of mediocrity, and even at times to obtain greatness.

Information has recently been placed before the members of this Association to the effect that plans for the new Departmental buildings for the Dominion of Canada at Ottawa are now in course of preparation by the staff of the Dominion Government Architect.

In consideration of the national loss that may possibly be sustained by carrying out this important work without obtaining the valuable services of the architect whose skill was shown in the preparation of the original successful design, we express the hope that, even at this late hour, the department may possibly be in a position to consider the advisability of cancelling the present mode of handling this project and adopting a policy which is followed by other countries under similar conditions, *i.e.*, entrusting such monumental work to an architect whose skill and ability is recognized and recommended by a select board of assessors.

We appreciate the fact that to adopt this suggestion may considerably alter the organization which has been developed to handle this large undertaking, but notwithstanding the expenditure that may be entailed, which must necessarily be comparatively small, we consider that the nation must lose one of the greatest opportunities that has arisen in the history of the country for the development of a great work, if this suggestion embodied cannot be acted on.

In submitting this resolution, it is the urgent wish of the members to lay particular stress on the fact that no criticism whatever is hereby offered on the work accomplished by the Architectural Branch of the Public Works Department.

Respectfully submitted,

(Sg'd) W. PERCY OVER,
Honorary Secretary.

EDMONTON, ALBERTA January 4, 1910.

To the Honourable,
The Minister of Public Works,
Ottawa.

DEAR SIR,—The President and Council of the Alberta Association of Architects incorporated in 1906 have the honour to present the following for your consideration:—

1. That we practising architects wish to impress upon your consideration the fact that the best interests of the Dominion can be served by putting to competition all Public buildings in the Dominion, and that the successful architects be employed to carry out the work, as he is the only one able to carry out his own design into which he has put his own individuality.

We do not in any way wish to imply that there is no need for a Government Architect, but that the important work should be given to those from whom the best results can be obtained and this is usually found through competition, which procedure is the usual custom in such countries as Great Britain, the United States, France, Germany and Austria, which countries have found by long experience that this is the method which gives the best results.

Yours respectfully,

(Sgd.) R. PERCY BARNES.
President
H. M. WHIDDINGTON,
Secretary.

SESSIONAL PAPER No. 51a

U.S. STATUTES AT LARGE, VOL. 27.

CHAP. 146. An Act authorizing the Secretary of the Treasury to obtain plans and specifications for public buildings to be erected under the supervising of the Treasury Department, and providing for local supervision of the construction of the same.

BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That the Secretary of the Treasury be, and he is hereby, authorized in his discretion to obtain plans, drawings and specifications for the erection of public buildings for the United States, authorized by Congress to be erected under the supervision and direction of the Secretary of the Treasury and the local supervision of the construction thereof by competition among architects under such conditions as he may prescribe and to make payment for the service of the architect whose plan may be selected out of the appropriations for the respective buildings.

PROVIDED, That not less than five architects shall be invited by the said Secretary to compete for the furnishing of such plans and specifications and the supervision of such construction.

AND PROVIDED FURTHER, That the general supervision of the work shall continue in the office of the Supervising Architect of the Treasury Department, the Supervising Architect to be the representative of the Government in all matters connected with the erection and completion of such buildings, the receipt of proposals the award of contracts therefor, and the disbursements of moneys thereunder, and perform all the duties that now pertain to his office, except the preparation of drawings and specifications for such buildings and the local supervision of the construction thereof, said drawings and specifications, however to be subject at all times to modifications and changes relating to plan or arrangement of building and selection of material therefor, as may be directed by the Secretary of the Treasury.

Approved, February 20, 1893.

[3]

REGULATIONS FOR THE ENFORCEMENT OF THE ACT APPROVED FEBRUARY 20, 1893, TO ENABLE THE SECRETARY OF THE TREASURY TO OBTAIN, BY COMPETITION AMONG ARCHITECTS, PLANS, DRAWINGS AND SPECIFICATIONS FOR PUBLIC BUILDINGS TO BE ERECTED UNDER THE SUPERVISION OF THE TREASURY DEPARTMENT.

By virtue of the authority contained in the Act of Congress, approved February 20, 1893, entitled 'An Act authorizing the Secretary of the Treasury to obtain plans and specifications for public buildings to be erected under the supervision of the Treasury Department, and providing for local supervision of the construction of the same,' the Secretary of the Treasury hereby declares his purpose to enforce the said Act with reference to such buildings as may be hereafter selected by him, subject to the following regulations:

1. At least five architects of good professional standing, who are citizens of the United States, shall be invited by the Secretary of the Treasury to submit plans, drawings and specifications in accordance with the conditions set forth in these regulations; and such plans, drawings and specifications shall be passed upon as to merit by the commission herein provided for.

2. A commission shall be appointed by the Secretary of the Treasury, consisting of the Supervising Architect of the Treasury Department and two architects, or experts in the construction of buildings, whose duty it shall be to judge and report to him as to the relative merit of the designs and plans submitted.

3. The office of the Supervising Architect will furnish full data and information as to cost and general requirements of the buildings placed in competition under these regulations, and the successful architect will be awarded a commission to prepare complete plans, drawings and specification, and to locally supervise the building won in any competition.

4. The architect to whom said commission is awarded will receive in compensation for his full professional services, including local supervision of said building, a fee computed at the rate of five (5) per cent upon all sums up to five hundred thousand dollars ($500,000), three and one-half (3½) per cent upon the next five hundred thousand dollars ($500,000), or any part thereof, and two and one-half (2½) per cent upon any excess beyond one million dollars ($1,000,000). (Since amended).

5. It must be understood that no claim shall be made upon the United States by any unsuccessful competitor for any fee, percentage, or payment whatever, or any expense incident thereto, or growing out of, his participation in this competition.

6. The department agrees to make selection from the designs submitted if, in its opinion, one suitable in all respects as to design, detail, and cost be submitted, but expressly reserves the right to reject any and all plans, designs and specifications submitted, and to reopen the competition if, in the opinion of the committee herein referred to, or of the Secretary of the Treasury, no design suitable in all respects has been submitted.

7. Each competitor must submit with his plans a detailed estimate of the cost.

8. It must be understood that a competitor will forfeit all privileges under these regulations who shall violate any of the conditions governing the competition, or who shall seek in any way, directly or indirectly, to gain advantage by influencing in his favour any of the commission.

9. No member of the commission herein referred to shall have any interest whatever, direct or indirect, in any design submitted in the competition, or any association with, or employment by any of the competitors; and no employee of the Treasury Department shall be allowed to enter the competition herein provided for.

10. Each set of drawings, with its accompanying description, must be securely wrapped and sealed, and addrressed to the 'Secretary of the Treasury, Washington, D.C.,' plainly and conspicuously marked with the name of the building under competition, and without any distinguishing mark or device which might disclose the identity of the competitor.

11. There must be enclosed with each set of drawings, &c., a plain white, opaque envelope, within which the competitor will place a card bearing his name and address. The envelope must be securely sealed with a plain wax seal having no impression, legend, device or mark upon it which might disclose the identity of the competitor.

12. Upon opening the packages containing the drawings the commission will number the envelopes containing the name and address of the competitor and will place the same number upon each drawing, plan, specification, &c., submitted by him, and will preserve unopened the envelope containing such name and address until final selection shall be made.

13. The commission shall place out of competition any set of drawings as to which the conditions of these regulations have not been observed, and examine those remaining, giving to each the rank to which, in their judgment, its merit entitles it, and submit their findings to the Secretary of the Treasury.

14. The selection of one of the designs by the Secretary of the Treasury, and its subsequent approval by him, the Postmaster-General, and the Secretary of the Interior, shall be final and conclusive.

15. In the event that the architects to whom the commission is awarded should prove to be an incompetent or improper person, the Secretary of the Treasury expressly

reserves the right to remove him, to revoke the commission awarded him, and to annul the contract entered into with him, but such architect shall receive equitable compensation for the work properly performed by him up to the time of his removal, to be fixed by the Secretary of the Treasury.

16. The architect to whom the commission is awarded shall revise his competitive drawings to meet the further requirements of the Secretary of the Treasury, and upon the basis of these revised preliminary drawings shall prepare full detailed working drawings and specifications for said building; and shall thereafter, from time to time, make such changes in the plans, drawings, and specifications as may be directed by the Secretary of the Treasury, for which just compensation shall be allowed; but no changes in the plans, drawings, and specifications shall be made without written authority from the Secretary of the Treasury.

17. The architect to whom the contract is awarded shall, at his own cost and expense, when required to do so by the Secretary of the Treasury, make such revision and alterations in the working drawings and specifications of said building as may be necessary to insure its proper construction and completion within the limit of cost as furnished by the office of the Supervising Architect.

18. The sum upon which the architect's commission is to be computed shall be the sum of money expended for the actual construction cost of the building, as ascertained by contracts awarded, not including furniture, gas and electric light fixtures, and electric light plants.

19. The compensation herein stipulated to be paid architect shall be in full payment for his full services, inclusive of all travelling and other expenses.

20. The architect's commission shall be paid as the work progresses, in the following order: One-fifth of fee when preliminary drawings are completed and approved in the manner herein provided; three-tenths of fee when general working drawings and specifications are completed and copies delivered to the Supervising Architect; and balance of percentage monthly, upon the basis of vouchers issued in payment for work performed.

21. Until the actual cost of the building can be determined, the fee of the architect will be based upon the proposed cost of the work as above indicated, and will be paid as instalments of the entire fee, which will be finally based upon the actual construction cost of the building when completed.

22. The department will provide a competent superintendent of construction, whose qualifications will be passed upon by the architect; but the selection must be made from a list of not exceeding six names proposed by the Secretary of the Treasury.

23. The architect is to provide, for the use of the Treasury Department, one set of tracings of all working drawings and to revised competitive drawings, two copies of specifications, and one copy of detailed estimates of cost of entire building; all of which will remain in the custody of the Department, and to be and remain the property of the United States and not of the architect; but such drawings and specifications shall not be used for any other building. And the office of the Supervising Architect will furnish for the use of intending bidders all necessary photographic duplications of plans and copies of the specifications.

24. Upon the award of the contract to the architect all designs of unsuccessful competitors will be returned to them, and no use will be made of any of the drawings not accepted or of any part that may be original, without the consent of the author thereof.

25. Payments upon the work of construction under contract will be made monthly at the rate of ninety (90) per cent of the value of the work actually executed and in place upon vouchers certified by the architect in charge and countersigned by the superintendent of construction representing the United States Government, which will be paid by a disbursing officer appointed by the Secretary of the Treasury.

26. The Supervising Architect of the Treasury Department will receive the proposals for contracts to be awarded, and shall likewise determine the manner in which the various branches of the work are to be contracted for.

27. All contracts, except of exigency expenditures, shall be properly advertised for thirty (30) days; and shall be awarded by the Supervising Architect, with the approval of the Secretary of the Treasury, to the lowest responsible bidder.

28. All further details necessary properly to carry out these regulations may be arranged by the Supervising Architect, from time to time, provided they do not conflict herewith.

29. The foregoing regulations shall be subject to modification and change at the pleasure of the Secretary of the Treasury.

L. J. GAGE,
Secretary of the Treasury.

OTTAWA, ONT., Oct., 12, 1911.

Hon. R. L. BORDEN, Esq., M.P.,

MY DEAR MR. BORDEN,—After seeing you this morning I received a letter from Mr. Thos. H. Mawson, Hon. A.R.I.B.A., who paid a visit last May to Ottawa and who was deeply impressed with the possibilities here. His letter, I felt would interest you, and I am, therefore, taking the liberty of sending you a copy.

Yours faithfully,

(Sgd.) C. P. MEREDITH.

LONDON, 4th Oct., 1911.

MY DEAR MEREDITH,—I had a charming letter from His Excellency Earl Grey acknowledging my gift of a copy of 'Civic Art' which evidently pleased him very much. He seems quite hopeful that Ottawa will even at the eleventh hour call in an expert to advise on the vast opportunities which your Federal City presents. I am certain that one of the greatest disappointments of his life would be to feel that his influence in the direction of beautifying Ottawa had born no fruit. Personally I fail entirely to see why opportunities so obvious which could be realized by the mere exercise of a forethought have been so long ignored. Most of all, I am disappointed that in Ottawa, as in so many other places experts have not been induced to bend their minds to the salving of a delightful proposition. How different in Washington. Here you have a city which is yearly growing more beautiful, and yet I venture to say that the opportunities as to site and surroundings of Ottawa are incomparably greater than those of Washington. If once your citizens become aroused to sense of what Ottawa might and should become, there will be such a shaking of the dry bones of indifference as will surprise you.

Don't lose heart for I am sure an awakening of the Civic Consciousness to the beauty and life it is losing, is coming to Ottawa, as to many a town in the Old Country.

Here unfortunately we not only sadly contemplate the might-have-beens but are daily paying for improvements in enormous sums: money badly needed for other developments. May you be saved from the results of our past follies and short sightedness.

I hope I may see you at the Lectures in Toronto. I am expecting great things from them, indeed, I feel something of the nature of a pioneer prospecting a new country.

We sail on the 26th and hope to arrive in New York on the 3rd of November. Don't forget that if I can help you on your good work in any way I am at your service. With kind regards,

Yours very truly,

(Sgd.) THOMAS H. MAWSON.

OTTAWA, ONT., October 17, 1911.

DEAR MR. MEREDITH,—Thanks for your letter of the 12th inst., and enclosure from Mr. Thomas H. Mawson which I have read with much interest. At no distant date I hope to discuss fully with you the present unsatisfactory situation and at that interview we can then arrange for a further interview with Mr. Baker and others.

Yours faithfully,

(Sgd.) R. L. BORDEN.

C. P. MEREDITH, Esq.,
126 Sparks Street,
Ottawa, Ont.

NEW YORK, November 15, 1911.

The Honourable R. L. BORDEN.

DEAR SIR,—Since the interview which you so kindly suggested, I have had ample opportunity of following your excellent advice of discussing with Mr. Meredith. the scope and aim of a City plan and Park system for Ottawa, and have now the pleasure of submitting the results of our conferences.

May I first point out that the object of a comprehensive plan should be development of Ottawa without waste and in such a manner as to unmistakably impress the distinctive individuality of a Government City. In this latter respest, the problem is unlike that of any other Canadian city, and yet if this individualty is clearly expressed the incentive given to other cities in the Dominion will be enormous and thus we might eventually hope by your example to see your universal cities as expressive of their academic life as Oxford or Edinborough, and your Capitol is as distinctly governmental as Westminster. So far, no attempt has been made to secure this external presentment.

When lecturing on City planning at the Toronto University last week, the one lament I was constantly hearing was, 'What a pity we did not know these things twenty years ago.' Ottawa cannot use this lament for her population and area is to-day, approximately that of Toronto twenty years ago. Your past attempts at City planning have been feeble in the extreme, and much waste and misdirected energy has resulted, and yet one can truthfully say that the opportunity has not gone by, and that a spacious grasp of the many principles involved, backed by by a progressive policy development might still lead to results hitherto undreampt of. I say this advisedly, for no capital which I have studied, presents half the natural advantages of site and environment as does Ottawa.

To assure its acceptance, any scheme which is presented to the public, must first appear to the average man as a good business proposition. Having assured this, we

can then appeal to his imagination and patriotism. To this end, our plans should give full consideration to public utilities, whether of water or sanitation, transportation whether by rail, water, street car or automobile. Model housing, in which His Excellency H. R. H. the Duke of Connaught told me he is so deeply interested, and those other problems of hygiene, in which your Conservation Committee take so active a lead.

All these are practical questions which are closely related to street planning and must be considered in any plan for city extension.

If these desirable qualities are assured, there would be ample enthusiasm engendered for fine Governmental and Civic buildings, which might be so co-related as to secure the status and dignity of a Capital City. There would also be shown a keenness for a park system, which ought with Ottawa's advantages to rival that of any park scheme on the American continent.

You will see at once that the value of a new city plan will largely depend upon the extent and accuracy of the data available, and I am told that this data is very limited and in many cases quite unreliable. Much of the park system as carried out by the Park Commission has, I am told, been undertaken without system or plan, levels or contours, so there is nothing to insure accurate linkingup, which is absolutely essential. In other and more important directions, plans, worked to are sketchy and incomplete. Therefore the first work of a city planner must be the preparation of a comprehensive survey. No town in Europe would continue to spend money on public works until its survey was proved to be reliable.

Such a Civic survey must take into its purview the inevitable growth of the city for many years to come, and also the probability that with the settlement of the Dominion, the Capital will necessarily attract to itself a retired class who need the social life and stimulus of a well appointed city. Therefore, the survey must include the environment of your city, so that its logical growth may be assured.

Finally, the beauty of Ottawa will depend upon the planning and arrangement of its centre, and upon the development of its park system. Fortunately for Ottawa, you already possess considerable areas of park land, some natural, other artificially laid out, but with the growth of your city, other areas will be required for pleasure and recreation. These areas should be scheduled at once. Much of the land required for this purpose can, I am told, be required free of cost.

It is usual for my firm to undertake the preparation of all data, but in doing so, they require as far as possible local surveyors and interview and tabulate the evidence of any man who can contribute anything to our knowledge of local needs and conditions. This is the department which requires great skill and tact. We, therefore, train men specially for this work. In your case I would propose to place the civic survey in the hands of my Canadian colleagues now resident in Toronto.

Immediately this data was ready, I and probably one of my colleagues would visit Ottawa, and prepare all the sketch designs on the spot. It is the adoption of this system which has resulted in so many of my town planning schemes being approved.

A thorough exhaustive and comprehensive report, equal to that prepared for Washington, with the numerous plans and drawings, needful for its illustration would cost anywhere between $20,000 and $25,000 or about one-sixth the sum paid by Chicago for its report. A scheme dealing only with the park and boulevard system might cost $12,000 to $15,000. In both cases the large preliminary outlay or the preparation of the survey would be included.

Mr. Meredith tells me that the Royal Institute of Canadian Architects have shown considerable interest in the future of Ottawa. I, therefore, suggest that a selected number of its members along with representatives of other scientific societies would be of immense benefit in bringing it to a successful issue, the recommendations of the report. I believe the work of our school of Civic Design at the Liverpool University is so appreciated in Canada that my connection with Ottawa's develop-

ment scheme would be fully recognized by such a commission. In any event, I can assure you that we would establish new standards in the beautification of cities. May I add in conclusion that nothing could more thoroughly inspire a city planner, than the opportunity of placing on a sound logical and aesthetic basis, the Capital City of Greater Britain's most prized possession.

I hope I may have the pleasure of meeting you again when I come to lecture before your Canadian Club.

With kind regards, and many thanks for this oportunity of addressing you, believe me,

Yours very sincerely,

(Sgd.) THOMAS H. MAWSON.

OTTAWA, ONT., January 10, 1912.

DEAR SIR HENRY BATE,—I enclose for the information of the Commission printed copies of a memorial presented to me by members of the Royal Architectural Institute of Canada. As some of the representations therein set forth relate to the work of the Ottawa Improvement Commission, it seems desirable that the members of the Commission should be furnished with copies.

I would be glad to have any comments or suggestions which the Commission may desire to make with respect to these matters.

Yours faithfully,

(Sgd.) R. L. BORDEN.

Sir HENRY BATE,
Ottawa, Ontario.

THE OTTAWA IMPROVEMENT COMMISSION,
110 WELLINGTON STREET,
OTTAWA, January 15, 1912.

Right Hon. R. L. BORDEN,
Premier of Canada,
Ottawa Ont.

MY DEAR MR. BORDEN,—I beg to acknowledge receipt to-day of your favour of 10th inst., inclosing printed copy of a memorial presented to you by the members of the Royal Architectural Institute of Canada, in which they make some representations and suggestions relative to the work of the Ottawa Improvement Commission.

In thanking you for the copy I beg to assure you that I shall lay the matter before the Commission at our next meeting when, I have no doubt, it will have careful consideration and be dealt with as you request.

Very sincerely yours,

(Sgd.) H. N. BATE.

THE OTTAWA IMPROVEMENT COMMISSION,
OTTAWA, February 6, 1912.

SIR,—I have the honour under instructions from the Ottawa Improvement Commission, to inform you that your letter of the 10th ult., addressed to Sir Henry Bate and the memorial of the Royal Architectural Institute of Canada enclosed therein were laid before the monthly meeting of the Commission, held on Monday, 5th inst.,

and the following resolution in connection therewith was passed on the motion of Mayor Hopewell, seconded by Mr. Geo. O'Keefe:—

'That this meeting desires to place on record its appreciation of the courtesy of the Right Honourable R. L. Borden, Prime Minister of Canada, in forwarding to the chairman, Sir Henry N. Bate, for the consideration of the Ottawa Improvement Commission, a copy of a memorial presented to him by the Royal Architectural Institute of Canada with reference to the civic improvement of Ottawa.

'That, so far as the memorial deals with the work of the Ottawa Improvement Commission in the reference therein to the absence of any "comprehensive study or plan of the whole possible scheme of improvements" the Commission desire to call attention to the report of Mr. Frederick G. Todd, a landscape architect of note, whom the Commission employed in 1903 to outline such a scheme and to point out that the general plan outlined in this report has been carried out as fully as the financial resources at the disposal of the Commission would permit.

'That the Commission while not agreeing with the further assertion in the memorial "that many things have been done which are unsuitable and inadequate and will require change," desire to assure the Right Honourable the Prime Minister, that they will gladly welcome any suggestions or advice which may be tendered them with the approval or at the instance of the Government of Canada.'

Mr. Meredith, one of the Commissioners present, dissented to that portion of the resolution which pointed out that the general plan outlined by Mr. Todd in his report, had been carried out as fully as the financial resources at the Commissioners' disposal would permit.

I enclose a copy of Mr. Todd's report referred to in the resolution.

I have the honour to be, sir,
Your obedient servant,

(Sgd.) WM. KEARNS,
Secretary.

The Right Honourable R. L. Borden,
Prime Minister of Canada.

PRELIMINARY REPORT TO THE OTTAWA IMPROVEMENT COMMISSION.

BY FREDERICK G. TODD,

Landscape Architect.

The Hon. J. P. B. Casgrain, Civil Engineer, a member of your Commission, has kindly allowed me to consult with him professionally during the preparation of this report, and I should like to express my appreciation of his kindness, and also for the assistance given me by the other members of your Commission, your Engineer, and several citiens of Ottawa, whose kindness in showing me over land with which they were familiar, rendered my work easier than it might otherwise have been.

The Ottawa Improvement Commission,
Ottawa, Ontario.

GENTLEMEN,—In compliance with your request, I have examined the City of Ottawa and its vicinity, with a view to considering the adaptability of certain portions of it for park purposes, and also with the idea of outlining a general comprehensive scheme for the systematic improvement of the city, having due regard to the future health and happiness of its inhabitants, and to the fact that Ottawa is the Capital

of the Dominion of Canada, whose population, wealth and importance is rapidly increasing. I have given my best attention to this problem, and I now have the honor to submit to you the following report:—

INTRODUCTION.

Your Commission being appointed by the Dominion Government, the scheme for parks and general improvements for the Capital must be of a national character, and I have therefore paid but little attention to the purely arbitrary boundaries of City, Town or Province, but have been guided alone by what would seem to be a wise provision for future parks and boulevards, commensurate with the importance of the Capital City of the Dominion. In my examination of Ottawa, nothing has impressed me more than the fact that it has a great future before it. The Capital of an extensive country, rapidly growing in population and wealth, possessed of almost unlimited water power for manufacturing purposes, and with a location admirably adapted not only for the building of a great city, but a city of unusual beauty and attractiveness. It does not require an unreasonable amount of faith to believe that the Ottawa of to-day is but the infant Ottawa of fifty years hence, and that the end of the present century will see Ottawa grown to such proportion, that we of to-day would hardly recognize it. You may ask, Is it reasonable to look so far ahead as one hundred years or more, and to make plans for generations in the distant future? We have only to study the history of the older cities, and note at what enormous cost they have overcome the lack of provision for their growth, to realize that the future prosperity and beauty of the city depends in a great measure upon the ability to look ahead, and the power to grasp the needs and requirements of the great population it is destined to have. Not only is Ottawa sure to become the centre of a large and populous district, but the fact that it is the Capital of an immense country whose future greatness is only beginning to unfold, renders it necessary that it shall also be the centre of all those things which are an index of man's highest intellectual attainments, and that it be a city which will reflect the character of the nation, and the dignity, stability, and good taste of its citizens.

Considerable has been said recently about Ottawa being made the 'Washington of the North.' Many of the beauties of Washington are certainly well worthy of imitation, but it would be a mistake to copy too closely, even if it were possible, the plans which have proved so successful there, for the location of the two cities is so absolutely different, that what has made the beauty of one, might mar the beauty of the other. Washington stretches over a gently undulating country, Ottawa is broken by steep terraces and picturesque cliffs. The Potomac winds its way quietly through the city of Washington, while the Ottawa and Rideau Rivers rush through Ottawa by leaps and bounds. The Government buildings of Washington are of the Colonial type of architecture, as best suited to long stretches of comparatively level ground. Your Government buildings are pure Gothic, the style which is perhaps better suited than any other to a picturesque site. Thus it is absolutely impossible to treat these two cities in the same manner, for a plan which would be ideal for Washington would be ill adapted for Ottawa, whose picturesque situation must obviously form the foundation and key-note of any proposed plans for the future. With a natural location which cannot be compared with that of Ottawa, the original plan of Washington took advantage of every natural feature which the location possessed, and made the most of it, and from this plan has evolved a beautiful city. When we consider what a very ordinary city Washington might have been if allowed simply to grow up as so many other cities have, and when we think of the beauties which Ottawa might have possessed had its growth been directed by the same wise forethought, we must realize the benefits of a well conceived plan not only from an æsthetic, but also from a purely business standpoint.

Some of the greatest items of expense in our large cities of to-day have been such as could have been reduced or avoided altogether, if the people in the early history of these cities had had sufficient foresight and faith to realize how rapid would be their growth. Washington stands almost alone as a remarkable exception, for when the plan was made by Peter Charles L'Enfant, over one hundred years ago, it was designed for a city which would accommodate between five and eight hundred thousand people, and this when there was not a single house built, and only about four millions of people in the United States. Unfortunately, some fifty years ago, the plan was discarded, and since then buildings and streets have been located without regard to it, until last year the Government appointed a commission of experts to plan for the future of the city. They went abroad, and after studying the chief cities of the old world, recommended practically a return to the principles of L'Enfant's original plan, which can now be accomplished only by the expenditure of several millions of dollars. I merely cite these facts to show the importance of planning well for the future of the city, and if we examine carefully the records and statistics of the larger cities of the world we will find that they prove nothing more clearly than that crowded populations, if they would live in health and happiness, must have space for the enjoyment of that peaceful beauty of nature which, because it is the opposite of all that is sordid and artificial in our city life, is so wonderfully refreshing to the tired souls of towns-people. Most of the larger cities have now provided themselves with parks, and open spaces to be used as such when necessity requires. The older cities have only accomplished this at enormous expense, while many of the newer cities, especially in the west, are setting aside land for future parks while it is yet cheap. For the past fifteen years New York has appropriated one million dollars each year for the purchase of playgrounds in the crowded parts of the city, and this aside from the immense sums she has spent on her large parks. For comparison I have prepared diagrams showing the park areas about Boston, London and Paris, as compared with those of Ottawa, all plans being drawn to the same scale. It may perhaps be said such comparison is unfair, Ottawa being so much smaller, and I admit that this would be true were we considering the question in its relation to the present day alone, but if we have faith in the future of the city, if we have faith in the Dominion, then surely it is not too much to plan in accordance with our faith.

If then, it be determined that the City of Ottawa shall provide itself with ample open spaces while it may yet do so at small expense, it is necessary to study carefully the considerations which should determine, to a greater or less extent, the selection of lands for such purposes.

CONSIDERATIONS INFLUENCING GENERAL SCHEME.

Of first importance is the fact that Ottawa is the Capital of the Dominion, and as such, it differs largely from a purely commercial city. Ottawa is at present a manufacturing city of considerable importance, and is destined to become great in this respect owing to its immense water-power. The industries, however, should be so regulated that they will interfere as little as possible with the beauty of the city, for a Capital city belongs to a certain extent to the whole country, and should not be placed in such a position that any one man, or company of men, can have it in their power to seriously mar its beauty, and thus throw discredit on the Nation. As a Capital City, the parks and open spaces should be numerous, and ample boulevards and parkways should skirt the different waterways, as well as connect the principal parks and the different public buildings.

Of secondary consideration are the manufacturing interests. If Ottawa is destined to become a great manufacturing city, of which there is no doubt, then, although not considered as important as the beauty of the city, we must face the fact that these interests are still very important and require large and careful consideration. We should not wish to take land for parks which will be needed for manufacturing

purposes, nor should we wish to build a boulevard through land, be it ever so attractive now, which is certain to be built up with factories at some later date. To preserve the great natural beauty of the city as a heritage for the Dominion of the future, and at the same time to allow of the development to the greatest possible extent of the magnificent industrial opportunities of Ottawa, presents a problem of such magnitude that to attempt to discuss it in this report would be practically impossible. It seems to me, however, that this question must be faced sooner or later, and these two important considerations, which often conflict so seriously, made to work together for the future beauty and prosperity of the city, otherwise the industrial development of the city will be sacrificed to its aesthetic development, or what is probably of greater present danger, that much of the natural beauty of the city will be sacrified to its industrial growth.

In this report I have only attempted to present a general outline of those lands which it seems to me are desirable to give Ottawa a good park system, for although I have been over the land with some thoroughness, it has been mainly with the idea of evolving a general scheme rather than with any attempt to go into details. I have, however, examined some of the property which has already been acquired by your Commission with considerable care, and suggestions regarding its future treatment will be taken up later in the report. For convenience, the park system may be considered in the following order:—

Large Natural Parks or Reserves.
Suburban Parks.
Boulevards and Parkways.
Waterway Parks—Bathing.
City Parks and Squares—Playgrounds.

LARGE NATURAL PARKS OR RESERVES.

The Dominion of Canada is famous the world over for the extent and beauty of her forests, and for this reason it would seem appropriate that there should be reserved in close proximity to the Capital, good examples of the forests which once covered a great portion of the country. Not only will those reserves be of inestimable value to future generations as an example of the original forest, but they will also provide a place where nature may still be enjoyed, unmarred by contact with humanity. For these reasons I think there should be set aside within comparatively easy driving distance, two or three large reserves of the best forest land still available. These reserves should be selected after a careful study, so that they may contain as nearly as possible a typical Canadian forest, due consideration being given to the fact that is is desirable that such a reserve should contain as picturesque and as diversified scenery as possible. It would not answer to select a block of level timberland, although the reserve should certainly contain such, but there should also be included the rugged mountain and the pastoral valley.

Gatineau Valley Reserve.

The valley of the Gatineau River offers perhaps the best location for one of these reserves, and although I have not had an opportunity of making a careful examination of the land, I should think that between Wright's Bridge and Chelsea, could perhaps be found a forest which would make an ideal reserve. It is within easy driving distance of the city, and I should suppose it would be possible to obtain a reserve of some two thousand acres without interfering with land which would be required for other purposes.

Meach Lake Reserve.

Another reserve which suggests itself is about Meach Lake, where a large reserve could be made of the land surrounding the whole of the first lake. This has the dis-

advantage of being at a slightly greater distance from the city, but it makes up for this in added picturesqueness and all those qualities which consitute a beautiful natural park. There is also another reason worthy of consideration why the land around Meach Lake would be desirable, and this the possibility that at some future time it may be utilized as a great natural reservoir from which will be drawn the water supply for greater Ottawa.

The land for these reserves once acquired by your Commission there will need to be little, if any, money spent, either in clearing them up or keeping them in order, although it might be well if a fire ranger could be kept there during the driest part of each year, and a belt cleared about the boundary of the reserve, as a protection against fire. Whenever the use of the reservations demand it, bridle paths and drives could be built, but before this is done, their location should be carefully and systematically studied out, in order that the scenery may be viewed to the best advantage, and at the same time preserve the natural wildness and beauty of the reserve. These drives, however, will not be needed for years to come, and therefore need not occupy our attention at present.

It may be asked: Why should we of to-day go to the expense of acquiring all this land which may only be needed in twenty-five or even fifty years? In fifty years from now, if the city grows at the same rate at which other cities have grown, it will contain, including Hull, at least 300,000 inhabitants. Fifty years ago the population of Washington was 40,000, it is now 280,000. The population of Boston was 125,000, it is now 560,000. Montreal's population was 57,000, while to-day it is, including the suburbs, about 360,000. If then Ottawa is to have a population of 300,000 within fifty years, the city will be about five times its present size, and large areas of land now under cultivation, or still covered with forest, will then be occupied by buildings and streets. Will it at that time be possible to secure within reasonable distance of the city large areas of untamed forest which can be set aside for ever for the enjoyment of people who wish to get away for a day from the crowded city, who wish to wander in the woods where the wildest birds are at home, and where nature's mossy carpet is still luxuriant and unworn? Would these future generations, could they be consulted, object to bearing, if need be, the whole expense of making such reserves? The experince of older cities can be the only answer. Look at London's Epping Forest, with its 6,000 acres of wood and meadow, distance only sixteen miles from the centre of the city, and note how it is used by the public. Boston within the last eight years has spent about ten millions of dollars in creating just such parks and reserves, which, if purchased fifty years ago, could have been acquired for about one-twentieth of this amount.

Large reservations of forest land have already been made by the Dominion and Provincial Governments, which may be reached by a journey of a day or more by rail, but they will not serve the public to the same extent as will these smaller reserves near the city, for it will be impossible in fifty or one hundred years to place a value on such reserves, or to calculate the good which they have accomplished, or the people who have been benefited mentally, physically and morally by having access to such a complete change from the exacting cares of business and the impure air of crowded streets

SUBURBAN PARKS.

Perhaps of most vital importance to any city are those medium sized parks, which I shall call suburban parks. Situated at some little distance from the centre, they should still be sufficiently convenient to all parts of the city, so that they can easily be reached by the great masses of people. Upon these parks, and upon their convenience and adaptability to the use of the public of a large city, depend to a greater extent than is generally realized, the health and happiness of a great majority of the people, especially of those who are not fortunate enough to get away, or to send their children away from the city during the hot days of summer.

We have only to look at the present use made of Rockcliffe Park to realize the great good that is being accomplished, for these children who grow stronger and brighter as they romp over the grass and through the woods, must soon take their places among the men and women of the country; and upon the foundation laid in youth, for future health and strength, depends to a great extent the future of the nation.

The need of acquiring lands for these parks before it is too late to plan for a system which shall be of the greatest public benefit, is so obvious that I will proceed at once to a discussion of lands which suggest themselves to me as being desirable for such purposes.

Rockcliffe Park and its Extension.

You asked me particularly to examine about one hundred acres of land adjacent to Rockcliffe Park, which you have considered taking, and to give my opinion as to its desirability for a park. I have examined this land carefully, and I congratulate you upon your ability to secure such a perfect natural park so happily situated near the city. The general topography of the ground, the views, the artistic grouping of the trees, and the varied interesting woods all conspire to produce ideal conditions for a park. If we include Rockcliffe Park—and the two must be treated together in a comprehensive manner to produce a harmonious whole—we have combined such picturesqueness, such magnificent views, such variety of landscape and waterscape as to make a park of very unusual beauty.

There seems little to suggest regarding this land which you propose taking, but I would go further and suggest a park reserve of even grander proportions than that already under consideration by your Commission. Hemlock lake seems naturally to belong to this park, and it would seem desirable that the whole of its shores should be included. I would also suggest that your Commission acquire the land east of Rockcliffe Park, along the Ottawa river, as far as the rifle ranges, making it possible to extend this magnificent scenic drive to a point as near the ranges as desirable. I have but little knowledge of the military requirements of Ottawa, whether or not they are at present sufficiently provided for, nor is it the purpose of this report to take up such questions, but it is impossible to look over the land between Rockcliffe Park and the rifle ranges without being impressed by the fact that it is unusually well suited for military manœuvres. If this land were taken by the military authorities, and that along the Ottawa river by your Commission, a fine scheme would be possible, if the two problems could be developed harmoniously.

Regarding the boulevard which you propose to build across Mr. Keefer's property to connect the new park with the east end of Rockcliffe Park, I think that instead of following the present road it should be carried east to the edge of the natural terrace, and that your Commission should also secure control of the slopes of this terrace. If the present road is taken as the location of the boulevard it would be possible to build between it and the edge of the terrace (Photo. No. 22), thus destroying the magnificent views down the Ottawa river (Photos. Nos. 1 and 2) also if the slope is not under your control trees may grow up (Photo. No. 23) and shut out the views, as is already the case in some instances. I have taken a few photographs to illustrate this, as well as to show the great natural beauty of the park (Photos. Nos. 3, 4 and 5), and I submit them as a part of this report. There are some suggestions regarding the treatment of this park which might be made, but as we are at present considering rather the creation of the system I will reserve details until later.

Chaudiere Park.

That your park system shall be logical and well balanced there should also be a suburban park at the west end of the city, preferably near the river; for this purpose I have examined quite carefully the land between the Little Chaudiere rapids and

the Remous rapids, and for some little distance above. The land which seems to be most suitable in this vicinity is just below the Remous rapids, and here could be taken a block of land hardly less beautiful than the park at the east end of the city, but its character is so entirely different that the two can hardly be compared. Here are the beautiful pastoral scenes and views of an English park, sunny open spaces of turf melting away among the shadows of broad spreading trees in well arranged groups; with gently undulating and beautifully modelled topography sloping gradually to the river's edge. To many people these scenes wil appeal even more strongly than those of the more picturesque Rockcliffe. Indeed, man is so subject to varying moods that while on one day he may enjoy most the rugged animated scenes and impressive views of Rockcliffe, on another day the quiet peace and restful views, the play of light and shadow among the groups of trees and over the sunny green sward will appeal to him more strongly. (Photos Nos. 6, 7, 24 and 25.) Therefore it is fortunate that the park—which I will for convenience call Chaudiere Park—even though situated at the opposite end of the city is of such different character. I have not considered any definite boundary for Chaudiere Park, but from my inspection it would seem that there could be easily set aside here a park of from one hundred to two hundred acres, and in addition to this there are the two groups of islands, which would make a very valuable adjunct to the park.

Experimental Farm.

Aside from this proposed Chaudiere Park there is also west of the city, but at some considerable distance from this park, the Experimental Farm, some portions of which may be considered as a public park. The pleasures to be derived from its use by the public, while every bit as important, are nevertheless of an entirely different character, and do not compete in the least with those of the ordinary suburban park, which should be a piece of real country, with country views and scenes preserved for the public and made adaptable to their use and enjoyment.

Rideau Park.

South of the city, it would seem desirable, in connection with a parkway along the Rideau River, to reserve a block of land west of Hurdman's Bridge, extending possibly on both sides of the river, and taking in an area of from forty to seventy-five acres.

Hull Park.

Hull will be very much in need of a public park as the city grows, for here are almost certain to be located the homes of many of the people working in the various factories, who, perhaps more than any others, will need a place for rest and recreation, when the city absorbs its present park-like surroundings. There is a most beautiful piece of land covered with a park-like growth of trees west of the mouth of the Gatineau river (Photos. Nos. 8, 9, 10 and 11), extending to Pond creek, which would make a splendid park, and it has the added advantage that a portion of it is quite level and open, thus being readily available as a playground.

It will be seen that with Rockcliffe Park and its large addition east of the city, Chaudiere Park and the Experimental Farm west of the city, Rideau River Park south of the city, Hull Park north of the city, Ottawa will be surrounded by a well balanced park system, and I believe that if these lands are carefully selected, and due consideration given to their approaches while there is yet an opportunity to do so, the interference with the future business of the city will be practically nothing, while the beauty of the city will be preserved and enhanced, and so be worthy of the capital of the country. Ottawa will benefit by such planning not only from an æsthetic stand-

point, but it will prevent that disturbance of business interests which always happens if there is no provision for future parks made until vast business interests have to be expropriated, as was the case with Central Park, New York.

BOULEVARDS AND PARKWAYS.

To avoid confusion I have adopted the recognized use of the word boulevard as meaning either a straight or curving avenue adapted for pleasure driving, usually planted on each side and often down the centre with rows of shade trees. King Edward avenue affords a good example. The term Parkway I have taken to mean a winding pleasure drive laid out with a narrow strip of land reserved on either side, and treated in a park-like manner; an excellent example is your new drive along the Rideau canal.

With the principal parks decided upon, the location of the connecting boulevards and parkways become largely a question of detail; but it is evident that there is a great difference as to the desirability of the various possible routes between the different parks and the centre of the city. Your Commission has already realized the great value of preserving the river banks, and has accomplished a splendid work in building the parkway along the Rideau canal. Ottawa is particularly fortunate in having so many rivers and canals, for if properly treated they may be made to produce a city of unrivalled beauty.

Rideau Hall Boulevard.

Of first importance is a boulevard connecting Rideau Hall with the Parliament Buildings, which will also act as a main artery for pleasure travel to and from the centre of the city, and Rockcliffe Park. Your Commission has already built King Edward Avenue, a fine boulevard connecting the eastern portion of the city with Rockcliffe Park, and which will, when it is extended, form a means of almost direct communication between Rideau Hall and the Canal Drive, and hence to the Experimental Farm. It is obvious, however, that King Edward Avenue can never be considered the best route between Rideau Hall and the Parliament Buildings, for this route is over one third of a mile longer than by Sussex Street, and while Sussex Street has the disadvantage of having electric railway tracks on it, King Edward Avenue has the greater disadvantage of ending at Rideau Street, over one half mile from Dufferin Bridge, thus necessitating a long drive over one of Ottawa's most crowded thoroughfares. King Edward Avenue also differs but little from an avenue which would be possible in any prairie city, while Ottawa has the opportunity of making a drive between Rideau Hall and the Parliament Buildings, grandly characteristic of the city, and I believe that if properly carried out such a boulevard would become famous the world over for its picturesque beauty and the magnificence and extent of its views. (Photos. Nos. 12, 13.) I have given considerable thought and study to the location of this boulevard, and I am surprised that it is still possible to construct, at comparatively small expense, a drive so typical of the beauty of the city. The views which may be obtained are magnificent. The Parliament Buildings, rising above the cedar clad Nepean Point, dominate the view cityward, while the views up and down the Ottawa River and over the City of Hull to the Laurentian Mountains are so grand and so diversified that it is impossible we should ever tire of them. They change with every turn of the road, with every whim of the elements; they change with the time and the seasons, and though changed in details, in light and shade, and in coloring, they remain still the same impressive views. Paris may spend a fortune on her grand avenues, Washington and Chicago may spend millions in constructing boulevards, but none of them can equal in grandness or impressive scenery, a boulevard constructed along this bank of the Ottawa River.

Leaving Rideau Hall this proposed boulevard could follow for a short distance either one of two routes. Providing an entrance is made to Rideau Hall grounds opposite Union Street it could follow Union Street across the Minto Bridges, and up Baird Street; but as long as the entrance to Rideau Hall is at Pine Street, it would seem that the best and most direct route is along Sussex, which could easily be widened, until Mackay Street is reached. Mackay Street is at present but little used, and could be widened to the width of eighty feet without interfering with any houses, and from this point the drive would continue along the very brow of the precipice above the river. Any feeling of danger which might result from the location of the drive could easily be overcome by a low parapet of field boulders on its outer side covered with climbers. West of McTaggart Street as far as Cathcart Street, it would be desirable to include all of the land between Sussex Street and the river in your taking. There would be a few small houses near Queen's Wharf to be removed, but the most of this land belongs at present to the Government, and only requires the removal of some small lumber piles. From Cathcart Street the boulevard would continue on Government property until Mackenzie Avenue is reached, then along Mackenzie Avenue, which could easily be widened. The termination of this boulevard I would propose be an imposing monumental circle, which could be made to form, in connection with Dufferin Bridge, a dignified approach to the Parliament Buildngs. Such a circle could easily be made by taking portions of the unsightly block between Mackenzie Avenue and Sussex Street, filling a corner of the vacant land opposite the end of Mackenzie Avenue, and taking a small corner of Major Hill's Park. Dufferin Bridge should receive such embellishment as will make it form a part of the circle and appear the most important egress.

If this drive could have been built some years ago along the river bank beyond Mackay Street, past the Rideau Falls to Rideau Hall entrance, an exceedingly beautiful drive could have been obtained throughout the entire distance, and it is not unreasonable to believe that at some future time the Government will awake to the fact that the Rideau Falls, as well as the magnificent Chaudiere Falls, belong to the Nation rather than to individuals, and that the greatest good of the greatest number demands that these sublime creations of nature be restored to somewhat of their natural beauty.

Rideau Canal Parkway.

This parkway along the bank of the Rideau Canal is sure to be largely patronized by the present and future citizens of Ottawa, and you are to be congratulated upon the entire distance, crossing near the head of Merivale Avenue and hence for some commenced active operations, I believe it is your intention to connect the parkway with the arboretum of the Experimental Farm.

Victoria Parkway.

Should your Commission decide to take the land for Chaudiere Park it would seem desirable that the parkway be extended beyond the Experimental Farm to this park. I have been over the land between the Experimental Farm and the proposed park quite carefully in order that I might be able to suggest a location for this parkway, and it seems to me that a desirable route would continue within the Experimental Farm almost to the toll-gate. From this point unoccupied land could be taken for the entire distance, crossing near the head of Merivale Avenue and hence for some distance through beautiful woods (Photo. No. 26) in the rear of Victoria Park, across the Canadian Pacific Railway, and through more fine woods (Photo. No. 14), over a high elevation where the Parliament Buildings are in full view (Photo. No. 15), and where a view is obtained of the distant Laurentian Mountains, across Richmond Road, a little west of the toll-gate, and hence by the nearest route to the proposed park. Land

could easily be taken for this parkway now before being developed, and while for the greater part of the distance the taking might be of a uniform width of eighty feet, there are two or three places where the woods are particularly beautiful that the width might be increased, so as to provide a little park between the two roads, as is done in two or three places along the Rideau Canal Parkway.

Chaudière Parkway.

From Chaudière Park there should be a drive along the river to the Lemieux Islands, and from there a boulevard should be arranged to connect with the centre of the city. The one thing desirable would be a boulevard connecting these islands by the most direct route with the Parliament Buildings, but I presume that such a drive will be out of the question for many years at least, although I firmly belive that at some future date these grand Chaudière Falls will be restored to somewhat of their former beauty, even though still utilized for their valuable water power.

Rideau River Parkway.

In considering connecting boulevards, I have examined the shores of the Rideau River from Cummings Bridge to the Railway Bridge near the Experimental Farm, for as the city extends it will be most desirable that there should be reserved lands for a parkway along the banks of the Rideau River. From the south end of Strathcona Park a parkway could extend along the river to the vicinity of Billings Bridge, where it might be carried through Rideauville and connected with the Experimental Farm and the Canal Drive. I understand that there is the possibility of the banks of the river being flooded in the spring, but I think this should not influence you against taking sufficient land for parkways along this river, for with the growth of the city this land will become so valuable that means will be taken to prevent this flooding. This land can be obtained at a reasonable price at the present time, and the beauty of the shores (Photos. Nos. 27, 28, 29) for ever preserved. These shores are already seriously defaced in several places by the building of inferior houses and barns with their backs to the river (Photo. No. 30), and if this is allowed to continue the beauty of the shores will be greatly injured and at the same time the price of the land so much advanced that it will be vastly more difficult to acquire than at the present time. Once the land is acquired the construction of the drive need only be undertaken as the growth of the city makes it necessary or desirable. Ample space should be taken for this parkway, so that the drive will not interfere with facilities for boating and bathing, and also that the fringe of trees and natural shrubbery along the river bank may be preserved.

Gatineau Parkway.

Should your Commission decide to take a forest reserve either at Meach Lake or above Wright's Bridge, the present roads on either side of the Gatineau River are sufficient to connect these reserves with the city. But there should be a boulevard constructed through Hull so that this first part of the drive from the Parliament Buildings, or from the centre of the city, to these reserves may be more agreable than it is at present.

WATERWAY PARKS—BATHING.

In connection with the waterway parks and parkways located along the banks of the different rivers, provision should be made for bathing; for while these reserves are taken to preserve the beauty of the city they are made primarily for the enjoyment of the public, and therefore anything which tends to give pleasure to a large number of people should be provided for, if it does not injure the park, for the enjoyment of the majority. Bathing is not only a great pleasure, especially to young

people, but a necessity, and a city well provided with public baths has less cause to fear disease than one not so well supplied, providing always that the baths themselves are sanitary. Cities are coming more and more to realize the great value of well distributed public baths. Boston has an especially good system, and for the sake of showing the use made of them I have prepared a diagram showing the location of the baths and the number of bathers in the year 1898. The use of these baths has increased since that time, but I have not been able to obtain the necessary statistics to make a more recent compilation. The location of public baths is very important, and should, if possible, be studied in connection with the arrangements of your general scheme.

CITY PARKS AND SQUARES.

These small squares and breathing places situated at various intervals throughout the crowded portions of the city, are of great importance. They do not remind one of the country to the same etxent as do the suburban parks, for they are intended to fulfil an entirely different mission, their object being rather to provide a place of rest and recreation for the people in their immediate neighbourhood, and to make the city as a whole more beautiful and attractive.

In many cities the chief and only aim of these squares seems to be to display the gardener's art, or perhaps more often his abilitiy to design curious and fantastically shaped flower beds, which, unfortunately, cannot always be classed as artistic. To accomplish this the public, and especially the children, are forbidden to walk or play on the grass. This sacrifice of utility to questionable beauty is now recognized to be a mistake in almost all of the larger cities, those of the old world being the first to discard the 'Keep off the Grass' sign. In Paris the open spaces are maintained for the use and enjoyment of the people, and are not merely show places, for there the people claim they help to pay for the open spaces and have a perfect right to use them, and no one ever thinks of denying them this right. Other cities are now opening small play grounds or open spaces in the midst of densely populated neighbourhoods, where the children are allowed to play their games on the gravel or soft turf, often under the direction of a skilled and kindly instructor. It has been proven in many instances that these play grounds are a great prevention of crime, and at an expense not to be compared to the expense of arrest, conviction, and a term in penitentiary later, while added to this, is the vastly more important consideration, the saving of a life which might have been worse than wasted, to accomplish a useful work in the world.

In considering the open spaces in the crowded parts of your city, and in what will become the crowded parts, it will be seen that the city is fortunate in already having reserved small plots of ground, well distributed throughout the city. The question of reserving additional lands for playgrounds and public squares is one, however, which should receive careful and systematic study in any plan for the future of your city.

Patterson Creek Park.

That there should be so near the centre of a city as large as Ottawa a stream with such beautiful natural shores (Photos. Nos. 16, 31), and with such fine woods adjacent (Photos. Nos. 17, 32) seems almost incredible, and it is difficult to understand why this land has remained unoccupied to the present time. That it will remain so long is impossible, therefore the taking of the land on either side of Patterson Creek for a small public park is perhaps more important than the taking of any other piece of land which I have examined, because it is likely to be sooner lost for ever to the purpose for which it is so happily suited. Already preparations are being made to extend O'Connor street across Patterson creek, thus cutting it in halves and rendering it much less desirable for a park.

Small Parks and Squares Owned by the City.

Among the small parks and squares already owned by the city are: Strathcona Park, Anglesea Square, Somerset Street Square, Metcalfe Square, Gladstone Avenue Square, Preston Street Square, Bingham Playground and Minto Square; but as these have not any particular bearing upon the design of your park system they will only be taken up later when considering their future treatment.

THE FUTURE TREATMENT AND ADORNMENT OF PARKS, BOULEVARDS AND SQUARES.

For convenience it is advisable to consider the treatment of the different public parks and boulevards in the same order as taken up earlier in this report, but it is obvious that only those controlled or about to be controlled by your Commission, can be given any amount of detail consideration.

The best results in park development are only obtainable when plans are adopted, the designs of which is the result of a thorough knowledge of the problem and a careful study of the present and future requirements of the people for whom it is intended. It is therefore of the utmost importance that your Commission should have prepared as soon as possible a general outline plan for your park system, and also carefully studied plans for the suburban and city parks. Once plans are prepared the work can be proceeded with as rapidly as your Commission desires, but all work undertaken will have a definite end in view: the carrying out of a carefully considered design which will also constitute a particular link in an organized system. In no other way can an extensive work, extending over a number of years, be carried on without a waste of time and money, and a sacrifice of that breadth and unity which should characterize a comprehensive scheme.

It is far from my intention to suppose that I have given your parks sufficient thought or study to enable me to prepare plans or even suggest the best method of treatment for each park, but I have, during my preliminary examination, made note of a few suggestions, and partially formulated certain general lines of development along which it seems desirable that your Commission should proceed, in order that your park system may be developed in an economical and artistic manner, and still preserve the natural character of the different parks. Real landscape art is nothing if it is not conservative of natural beauty, and does not consist alone in building rustic bridges, or in arranging plants or trees, but is rather the fitting of landscape for human use and enjoyment in such a manner as will be most appropriate and beautiful. There is a woeful tendency to reduce all the landscape in our parks to one level. We do not consider whether the plans for the development of the parks, are appropriate or not, but allow all sorts of monstrosities of buildings, of grading, and of planting to creep into our parks and then wonder why the result is not pleasing. If there are buildings to be erected in a park, they should be of a character which will harmonize with the surrounding landscape. The grading and planting should also preserve and accentuate the general character of the park and not mar it with discordant and unrelated patches.

Rockcliffe Park and its Proposed Extension.

Rockcliffe Park, as I have already stated in this report, is exceedingly beautiful in its natural state, and is daily providing much pleasure, health and strength for those people who resort to it, and I firmly believe it would be far better to allow it to remain exactly as it is at present—unsatisfying as this is in many respects—than to proceed to its development in a careless and haphazard manner, or with plans which did not first convince you that its present picturesque beauty would be preserved and enhanced, and the park made more capable of fulfilling its true purpose, that of a safe and beautiful pleasure ground for the people.

The term 'improve' is so constantly misused that it means to many people almost the opposite of what it should, for the improvement of many parks has been accompanied by such a process of cleaning up and cutting away of natural shrubberies that much of their beauty has been 'improved' out of existence, and there probably remains not a corner that an artist would think of reproducing on his canvas. Rockcliffe Park needs very little to make it a perfect park, but the fact that it is naturally so beautiful makes it all the more necessary that the little that is required, be done with the greatest care, in order that it may harmonize with the existing conditions.

There is a small piece of land in the centre of this park, controlled by the Ottawa Electric Company, on which is located an exceedingly ugly, although useful refreshment stand and lookout. This piece of ground, with the buildings, should be controlled by your Commission, in order that it may be subject to the regulations of the park, and also that more appropriate shelters may be erected. The Ottawa Electric Company owns a piece of land near the entrance, on which it has built a car barn, that is such a blot on the surroundings that your Commission would certainly be justified in taking this land, when the buildings could be screened out with quick growing trees or removed.

A simple, dignified entrance to the park, designed in a manner that will harmonize with, and appropriately express its character, is very much needed. The present entrance is as poor as one could well imagine, and is without shape or dignity. The most conspicuous object is the barn for horses and tools, which is located in the worst conceivable position, just inside the entrance and between the drive and the view (Photo. No. 18), while to the right is the hideous car barn. A simple yet dignified stone entrance would be appropriate, with the words 'Rockcliffe Park' cut in the entrance piers. Native climbers such as grape, clematis and Virgina creeper, should be trained over the wall and piers. Inside the entrance, evergreens such as spruce and pine should be planted in well arranged groups, care being taken not to shut out the views over the river. The ultimate effect would be that of passing through the entrance directly into the typical forest growth of the park. I believe that the whole effect of the park will be more artistic and dignified if you avoid the use of shrubs and trees which are conspicuously gardenesque, such as the Hydrangea, Syringa, Horse Chestnut, etc. Such plants do not harmonize well with the natural scenes of Rockcliffe Park, but are more appropriate for use in the smaller parks and squares, where they can often be arranged to produce a desirable gardenesque effect.

The present park drives are well laid out (Photo No. 19), with the exception of one or two of those most recently built, which are, both as regards line and grade, rather an example of what should not be done, than of good park roads well located. The old roads, although laid out with excellent taste and judgment, were located to serve proposed building lots rather than as drives of a public park, and this fact makes necessary a few changes. The roadway between the entrance and the first point requires only to be widened and properly graded, but when the point is reached the road instead of keeping its present location should be carried well out on the point, so that it may command the magnificent views up and down the Ottawa river. (Photos Nos. 20, 21.) At its outermost point, the drive should be widened to form a 'concourse' bounded on its outer side by low parapet of field boulders. Farther along the road there are also one or two points where it would seem desirable to make slight changes in the line and grade of the drives, but the changes required are so slight that it is rather impracticable to note them here. There are several places throughout the park, where the building of the roads has left ugly scars and banks of raw earth or stone. These interfere seriously with the beauty of the park, and could easily be effaced by planting native shrubs and vines.

The great beauty of Rockcliffe Park cannot at present be fully comprehended, owing to the fact that it has never had that careful development which alone can bring out its fine possibilities. This is particularly noticeable in driving through it.

This drive, from which should be possible beautiful vistas (Photos Nos. 20, 21, 33, 35), affording a series of land and water views in never ending variety, is positively monotonous in places, and for the greater part of its distance has the typical view shown in Photo No. 34. This fringe of trees, often so thin as to show that there must be grand views beyond, is so annoying to any one driving, as often to destroy the pleasure of the drive. One feels constantly irritated that such views are shut out, thereby creating a feeling of disappointment which would not be felt in a park naturally much less beautiful, but where there would be the pleasure sensation that everything had been made the most of. This is a common fault with many of our large parks. Mount Royal Park, Montreal, is one of the most conspicuous examples. I have heard visitors say that the drive about the top of Mount Royal was one of the most disappointing they had ever taken. The knowledge that views of more than ordinary grandeur are obtainable if one climbs a tree, or goes to a 'look-out,' makes the fact that it is possible to drive for a half mile or so without catching more than a suggestion of this view, one of the keenest disappointment. In opening up vistas in Rockcliffe Park, care will need to be exercised, or the result will be an open scar, through whose ugly sides will be obtained the view. The method to be adopted should be to make a thorough examination of the park, and select the places from which can be obtained the best views. After this is done an examination of the trees should be made, so that if possible, only the poorest need be cut, leaving on each side good trees to frame the vista. The opening should not be cut straight through, but the sides left irregular, and allowed to taper off in such a manner as to apear as natural as possible. Indeed, by careful selection, it is often possible to get a good opening with there remaining but little semblance of a scar. During this cutting, there should remain constantly in mind the fact, that a tree once cut can never be put back, whereas a tree left standing can always be removed. If the ground where the openings are made is left bare and unsightly, I would suggest planting it thickly with native shrubs and vines, as they make a much better foreground for the view than would grass, even if this latter were possible.

I have taken several photographs to show the present views obtainable from the drive, and by going to the other side of the fringe of trees, have photographed the view which might be had. I could have secured almost endless examples of such views, but these are, I think, sufficient for the purpose.

There should be a systematic effort made to rid Rockcliffe Park of the poison ivy, which is at present so abundant, and which must be a source of constant danger to children, and anxiety to their parents.

Rockcliffe Park extension may in some cases need slightly different treatment owing to its different character, but I feel sure that the most pleasing effects here, as well as at Rockcliffe Park, will be produced by the utter exclusion of any treatment approaching the gardenesque. Trees which will harmonize with those already existing might be planted in groups, or as single specimens in order to give more shade, but straight rows of trees along the sides of the roads should be carefully avoided, as they will tend to break up that effect of continuity (Photo No. 37) which is at present such a pleasant feature. The roads on this property are pleasingly laid out (Photos Nos. 38, 39), although the fact that they were planned for a land scheme instead of a park may make some slight changes desirable.

Chaudière Park.

It is perhaps unwise for me at present to consider to any great extent the future of this park, but as the proposed land is rather flat the need for greater care in locating the roads is apparent. In Rockcliffe Park the location of the roads was practically determined by the topography of the land, while in this proposed park their construction is practicable anywhere, and it will be possible either to exhibit the various landscape pictures included within the park to the best advantage or to destroy them

by a poor location of the drives. The dignified landscape which is such a feature of Hyde Park, London, might well furnish some suggestions for the treatment of this park.

Rideau Canal Parkway.

The parkway along Rideau Canal has already been given such careful thought and attention by your engineer that there seems little to suggest, with the exception of a few details, but as these will tend in the future towards making either an exceedingly beautiful drive, or one of rather indifferent beauty, I have given them considerable thought. In connection with that portion of the drive which has already been built, I would suggest that when more than one reverse curve is visible, the more distant should be screened out by the planting of thick masses of trees or shrubs near the edge of the drive. A curved roadway is much more beautiful than a straight one provided there is sufficient reason for the curve, such as a group of trees or the slope of the ground. But if the road seems to wiggle on ahead without apparent reason, like a gigantic serpent, the curves will appear unnatural, meaningless and annoying.

The subject of planting along this parkway is one which has already been given a good deal of consideration by your Commission, but it seems to me that that portion of the parkway yet unplanted should receive even more careful thought, and that your Commission should consider whether it would not be wise to change somewhat the style of planting for the remainder of the distance. A drive through the country, such as the drive up the Gatineau River, never lacks interest. The variety of scene is infinite, yet the composition is simple. A continuous drive over the prairie is monotonous, a long drive through a field of corn would be equally or more so, while a continuous drive with nothing to be seen on either side but flower beds, no matter how fine, would be incomparably more monotonous than either. Careful study of natural scenery, or of good landscape paintings, will show how important is the arrangement of trees and shrubs. Few people realize that the same elements which combine to produce a beautiful landscape may also produce a landscape flat and uninteresting. They do not realize that the lights and shadows, and the skyline of the trees, are responsible for much of the beauty of the view, nor do they consider that these elements give the most beautiful results only when produced by a proper grouping of the trees in proportion to the varying expanses of green sward and other elements in the composition. In a parkway, such as this, where the strip of land on either side is comparatively narrow, the interest and pleasure of the drive depends to a great extent on the agreeable scenes which have been created by the use of the grass, foliage and flowers, and the shaping of the surface of the earth. It is possible to make these narrow strips seem very much wider and more interesting if the trees and shrubs are planted in masses along the boundaries and broad open spaces of turf left unoccupied. Here and there bold groups of trees can be brought directly to the drive in endless variety of shape and form, sometimes across the drive, so that the ultimate effect will be that of passing through a grove of trees, sometimes stopping short of the drive so that the full contour of the trees may be seen. Between these groups of trees, and often behind them, would be vistas extending as far as possible, and which would also form a continuous series of little landscapes, thereby increasing greatly the interest and apparent extent of the parkway.

Rideau Canal Parkway should have variety of grading as well as of planting, and if the two can be planned together so as to assist each other in producing the effect wished for, the result is certain to be more pleasing. Care will need to be taken when aiming at variety that the whole effect is not patchy. With a curving drive such as the one you have built, the grading does not lend itself at all happily to straight lines and level surfaces. In fact it is practically impossible to make the straight lines of a terrace unite pleasingly with the lines of a curving roadway. I think that the formal terraces about the pines west of Brown's Inlet should be

regraded so as to appear more natural, and more in harmony with the drive, and surrounding natural features. Whenever there are to be extensive changes in grade in places where it will be as conspicuous as in the case which I have just cited beyond Brown's Inlet, and also in one or two other instances farther along, I would suggest that contours be taken of one foot elevation, and a careful grading plan studied out in order that the best results may be obtained. When this is done, it should be borne in mind, that one of the greatest beauties of having a park area between two drives, is to have one screened from the other, either by planting or grading, or a combination of both, thus giving an entirely different view both going and returning.

Clemow Boulevard.

This boulevard as now planned, extends from Bank Street to Concession Street, and is to be of a uniform width of eighty feet. If Patterson Creek Park is taken, this boulevard should be connected with Rideau Canal Parkway by a drive on each side of the creek. Clemow Boulevard should also be extended in a westerly direction beyond Concession Street to St. Louis Dam, and I would urge the desirability of making this connection of good width, with a single, long sweeping curve, having a slight reverse in order to unite pleasingly with the end of St. Louis Dam.

There is but little doubt that Clemow Boulevard will become one of the finest residential streets in Ottawa, and for this reason certain restrictions should be made in taking this land. I understand it is your intention to establish a building limit of twenty-five feet outside the street line. It would also be desirable to provide for a uniform row of trees to be planted three or four feet from the street line on the several properties, these trees to remain under the care of your Commission. There might also be a restriction regarding the height of fences within the twenty-five foot building limit; and a provision forbidding the display of bill boards and advertising signs above a certain size.

The eighty foot boulevard might well have a wide grass plot in the centre with a roadway, a narrow grass strip of four feet, and a sidewalk on each side. The roadways should be made continuous from St. Louis Dam to Rideau Canal Parkway.

Patterson Creek Park.

Patterson Creek and its surroundings are naturally so beautiful that if taken for park purposes, its present natural character should determine to a great extent its future treatment, and while it might be treated in a somewhat more ornamental style than the suburban parks, it seems to me this object should be gained by the use of trees and shrubs, rather than with flowers or plants of exotic character. In making a preliminary examination for the outline of the park, I should suppose it would best be bounded on the north by Monkland Avenue, as far as O'Connor Street, then east could extend as far north as Patterson's Avenue, and hence to Bank Street. The boundary could extend south along Bank Street as far as Carleton Street, then east along Carleton for half a block, when it could extend south again to First Avenue and along First Avenue until your present Rideau Canal Parkway is reached. In connection with your future treatment of this park, I would suggest that groups of trees be arranged in an artistic manner, over the northeastern portion of this park, so that they will unite harmoniously with the beautiful woods in the western portion, and thus preserve in what will practically be the centre of your city, a bit of natural woods. The existing woods should be gone over carefully, and many of the poor spindling trees taken out, so that those remaining will be enabled to spread out, and live longer than will be possible in their present condition.

Strathcona Park.

This park will in time be one of the most valuable of your smaller city parks, and before work of any consequence is begun, surveys should be made, and a definite plan adopted, so that expensive piece-metal work will be avoided.

Anglesea Square.

One half of this square has already been made attractive, while the other half remains untouched. I should recommend discontinuing the present road through the middle of the square and laying out the unimproved portion as a playground, with shade trees about the border and at a few other points.

Somerset Street Square.

This square, although presenting a much more difficult problem, has greater possibilities than any of your small squares. The expense involved would necessarily be greater, but the fact that it is far from being level, should make possible a square of more than ordinary interest. It is impossible to make any suggestions for such a problem until an accurate survey has been prepared.

GLADSTONE AVENUE SQUARE.

This square offers opportunities for making a playground at the west end, while the eastern portion could well be treated as a small ornamental park.

PRESTON STREET SQUARE.

A large square that will be valuable as this part of the city becomes more crowded. Part of it could be made into an excellent playground and out-door gymnasiums, the rest being kept for park purposes.

CONCLUSION.

In conclusion, it is my duty to impress on your Commission the fact that in a scheme of this nature, where the work must extend over a number of years, it is absolutely necessary that the improvements should be carried out in a thoroughly systematic manner and in strict accordance with a pre-conceived plan, which once approved on no account be subject to alterations to meet the wishes or whims of self-interested parties.

I cannot well conceive of anything more disastrous to such a scheme than that when once it has been sanctioned and partially carried out the general idea should be liable to alteration, and the general effect of the whole thereby destroyed.

It gives me much pleasure to extend my thanks to Hon. J. P. B. Casgrain, C.E., a member of your Commission, whose valuable professional advice has been freely placed at my disposal during the preparation of this report. My thanks is also due to Mr. Surtees, the engineer of your Commission, whose cheerful and ready assistance and thorough knowledge of Ottawa and its vicinity, I have much appreciated.

Respectfully submitted,

FREDERICK G. TODD.

MONTREAL, P.Q.,
August 28, 1903.

NOTE.—Thirty-nine photographs, one coloured sketch and five diagrams form a part of this report, but it has not been possible to reproduce them all in this copy.

OTTAWA, ONT., February 7, 1912.

DEAR SIR,—I beg to acknowledge your letter of the 6th instant setting forth resolution passed by the Ottawa Improvement Commission. I would be glad to have as many copies as you can spare of the report of Mr. Todd therein alluded to.

Yours faithfully,

(Sgd.) R. L. BORDEN,

WM. KEARNS, Esq.,
110 Wellington Street,
Ottawa, Ont.

DEPARTMENT OF AGRICULTURE,
OTTAWA, January 17, 1912.

The Right Honourable R. L. BORDEN,
Premier of Canada,
Ottawa.

DEAR MR. BORDEN,—I enclose for your consideration a letter I have received from Mr. C. P. Meredith, dated January 13.

Yours faithfully,

(Sgd.) M. BURRELL.

(*Confidential.*)

January 13, 1912.

DEAR MR. BURRELL,—After speaking to you the other evening in regard to the discussion on the Ottawa Improvement Commission in the House on Wednesday last, I have again glanced over Mr. Todd's report which Sir Wilfrid referred to as one which the Commission had been acting on since it was made. It is quite evident that Sir Wilfrid has been misinformed and also that he does not clearly understand that this report was of such a general nature that before it could have been acted on considerable further work would have to be done along the lines which it suggested in preparing the scheme for development.

In the first place this report was prepared in August, 1903, I believe at the instigation of the Hon. J. P. B. Casgrain, a member of the Commission. After the report was presented it was too big apparently for the Commission to grasp, and it was consequently pigeon-holed, with the result that Senator Casgrain has apparently withdrawn from the Commission in disgust, and I believe has not attended any meeting since that time, and certainly not for the last year and a half since I have been a member.

In regard to this report it was only of a very general nature and no large comprehensive plan was prepared.

Mr. Todd says in this connection, (page 26 report):—'It is therefore of the utmost importance that your Commission should have prepared as soon as possible a general outline plan for your park system, and also carefully studied plans for the suburban and city parks. Once plans are prepared the work can be proceeded with as rapidly as your Commission desires, but all work undertaken will have a definite end in view: the carrying out of a carefully considered design which will also constitute a particular link in a organized system. In no other way can an extensive work, extending over a number of years, be carried on without a waste of time and money, and a sacrifice of that breadth and unity which should characterize a comprehensive scheme.

'It is far from my intention to suppose that I have given your parks sufficient thought or study to enable me to prepare plans or even suggest the best methods of treatment for each park, but I have, during my preliminary examination, made note of a few suggestions, and partially formulated certain general lines of development along which it seems desirable that your Commission should proceed in order that your park system may be developed in an economical and artistic manner, and still preserve the natural character of the different parks.'

Constantly throughout this preliminary report Mr. Todd makes suggestions and mild criticisms, but looking at what the Commission has done after the lapse of these nine years I fail to see a single instance where they have acted on his suggestions, with the result that the work of the Commission has been so crude and inartistic that it has caused the severest criticism of those experts who have seen it recently; more particularly the criticism of Mawson, Unwin and Dunnungton-Grubb of England, and the Ontario Association of Architects and the Royal Architectural Institute of Canada.

Mr. Todd in concluding his report says:—(page 38-39 report) 'In conclusion, it is my duty to impress on your Commission the fact that in a scheme of this nature, where the work must extend over a number of years, it is absolutely necessary that the improvements should be carried out in a thoroughly systematic manner and in strict accordance with a pre-conceived plan, which once approved must on no account be subject to alterations to meet the wishes or whims of self-interested parties.'

'I cannot well conceive of anything more disastrous to such a scheme than that when once it has been sanctioned and partially carried out the general idea should be liable to alteration, and the general effect of the whole thereby destroyed.'

I think that it would be well for Mr. Borden to be made familiar with this report before the matter comes up again. I may say that as a Commissioner I consider that the Commission has, from the first, carried on its work in a most unbusinesslike way, and persists to continue doing so notwithstanding all the criticisms that have been made, and are content to have the general park scheme, the engineering work and the designing of structures requiring artistic training done by a so-called superintendent, who is nothing more than a bricklayer.

I should be pleased to lend you the report of Mr. Todd's if you care to have it.

Believe me, yours sincerely,

(Sgd.) C. P. MEREDITH.

The Hon. Mr. Martin Burrell,
Minister of Agriculture.

Ottawa, February 7, 1912.

The Rt. Hon. R. L. Borden,
Ottawa.

Dear Mr. Borden,—At a meeting of the Ottawa Improvement Commission held on Monday last, a resolution was passed, of which no doubt you already have received a copy, in reply to a letter written by you to the Chairman of the Ottawa Improvement Commission, with reference to certain criticisms contained in a memorial presented to you by the Royal Architectural Institute of Canada.

I objected to the passing of this resolution in so far as the Commission intimated that they were carrying out, as fully as the resources at the disposal of the commission would permit, a scheme prepared by Mr. Frederick G. Todd for it in 1903.

As I do not feel that the Commission can claim to be working out any comprehensive plan, and certainly not that prepared by Mr. Todd, I am taking the liberty of sending you a summary of his report with notes as to what extent, if any, his recommendations have been carried out.

In the first place I would wish to draw your attention to the fact that this report was not one that Mr. Todd considered could be acted on without first obtaining detailed plans or without further consulting experts, as it was merely of a preliminary nature, and not sufficient to act on without having expert advice.

There is one point in particular on which I believe the Commission contends that they were following his advice. That is the west-end park, which was finally abandoned when it was pointed out by myself that on the construction of the Georgian Bay Canal, a large section of the mainland, the bridge which was to be constructed to the islands and the islands themselves would be be submerged under from ten to twelve feet of water. This scheme would have cost the Commission in the neighbourhood of $150,000, and further involved the Government in the expense of compensating owners of property to be flooded, drawn to this neighbourhood by the advertised project of the Commission.

The report from which I obtained the knowledge that this work would be flooded was published (Georgian Bay Canal Report, 1908) some years before my appointment, but notwithstanding this an application was in the hands of the Government at the time (1910) asking for $90,000 with which to commence operations.

I merely cite this instance to point out the necessity of carefully studying the details of the whole problem.

I regret that I do not agree with the other Commissioners in regard to this portion of the resolution referred to.

I am,
Yours very truly,

(Sgd.) C. P. MEREDITH.

EXTRACTS *from Preliminary Report of the Ottawa Improvement Commission, made August, 1903, by Frederick G. Todd, Landscape Architect, with notes as to the extent, if any, to which the Report has been acted upon.*

It will be be observed upon reading the original report that it was merely of a *preliminary reconnaissance* nature, and that it was not Mr. Todd's intention that the work should be carried out without first obtaining *detailed plans*, or that it would be possible to execute this work without further consulting experts. Since making this report neither Mr. Todd nor any other expert has ever been professionally consulted.

Mr. Todd examined the city of Ottawa and vicinity to enable him to *outline* a general comprehensive scheme of systematic improvement, and in doing so did not confine himself to city boundaries, as he stated that it required little faith to believe that the Ottawa of that date was but the infant of the Ottawa of fifty years hence, and pointed out that Ottawa was not only sure to become the centre of a large and populous district, but to be the capital of a country whose future greatness was only beginning to be unfolded, and that this made it necessary to *outline* a scheme of some magnitude. He also points out the tremendous expense to future generations entailed through the lack of foresight and faith of the original town planners, and cites the success of the scheme worked out for Washington by Major L'Enfant one hundred years ago, and which has recently been accepted with certain modifications as being the best scheme for the development of Washington, by a board of expert architects and engineers who have been appointed by the United States Government to report on the matter. When L'Enfant's plan was made the population of the United States was some four millions.

Under the heading 'Considerations influencing a General Scheme,' Mr. Todd points out that Ottawa being the capital of the Dominion differs largely from a purely commercial city. 'Ottawa' he says, 'is at present a manufacturing city of

considerable importance, and is destined to become great in this respect owing to its immense water power. The industries should be regulated to interfere as little as possible with the beauty of the city, for the capital belongs to a certain extent to the whole country, and no one man or company should be allowed to mar its beauty, and throw discredit on the nation. As a capital city the parks and open spaces should be numerous, and ample boulevards and parkways should skirt the different waterways as well as connect the principal parks and the different public buildings.'

'To preserve the great natural beauty of the city as a heritage for the Dominion of the future, and at the same time to allow of development to the greatest possible extent of the magnificent industrial opportunities of Ottawa, presents a problem of such magnitude *that to attempt to discuss it in this report would be impossible.*'

He goes on to point out that this question must be faced and that the beautification and the commercial aspect must be considered together in order to properly develop the city. '*This report*' he says, '*is only an attempt to give a general outline of those lands which it seems are desirable to give Ottawa a good park system,* for although the land was examined with some thoroughness it had been made with the idea of evolving some general scheme, rather than with any attempt to go into details. For convenience the park system may be considered in the following order:—

Large Natural Parks or Reserves.
Suburban Parks,
Boulevards and Parkways.
Waterway Parks—Bathing,
City Parks and Squares—Playgrounds.

LARGE NATURAL PARKS FOR RESERVES.

The Dominion of Canada being famous for the extent and beauty of its forests, it is recommended that there should be reserves as close as possible to the capital. These to be typical of Canadian forests, and should embrace both the rugged mountain and the pastoral valley.

This suggestion has not been acted upon in any way, and was considered by the Commissioners at that time to be ridiculous.

GATINEAU VALLEY RESERVE.

The recommendation is made that some 2,000 acres be reserved between Wright's bridge and Chelsea, which should embrace this magnificent forest land and river scenery.

Nothing done.

MEACH LAKE RESERVE.

Similar reserve recommended for Meach Lake.

Nothing done.

Mr. Todd quotes the growth of various cities during the last few years, and points out the tremendous advantage to the Ottawa of the future to have large areas of this nature secured within reasonable distance of the city, and also points out that the forest reserves at present made by the Government can only be reached by long railway journeys.

SUBURBAN PARKS.

The necessity of suburban parks is emphasized for the health and happiness of the people. 'The need of acquiring these lands for park purposes *before it is too late* to plan for a system which shall be of the greatest public benefit, is so obvious that I will proceed at once to discuss the lands which suggest themselves to me as being desirable for such purposes.'

SESSIONAL PAPER No. 51a

ROCKCLIFFE PARK AND ITS EXTENSION

In connection with this park he suggested the acquisition of Hemlock Lake as being naturally a part of this park, and also the acquisition of the land up to the Rifle Range.	Hemlock Lake (McKays) has not been secured, but the property now known as the National Park has bean acquired up to the Rifle Range.

CHAUDIERE PARK.

The park is suggested between the little Chaudiere rapids and the Remous and for some little distance above. It is necessary to balance the park system by having this park at the west as well as Rockcliffe at the east, and the character of the landscape is pointed out as making it additionally desirable that this should be secured. One to two hundred acres would be required for this as well as the groups of islands immediately adjoining it.	Absolutely nothing done.

EXPERIMENTAL FARM.

This Mr. Todd looks upon as a park of particular interest and value to the public.	As the Commission has nothing to do with this Farm there is nothing to be said in this connection.

RIDEAU PARK.

It is suggested to locate this park along the Rideau river, west of Hurdman's bridge, extending on both sides of the river, occupying from 40 to 75 acres.	Nothing has been done in this connection with the exception of a small piece of ordnance land which has been handed over to the Commission, but no improvements have been made to it. Part of this land is now being defaced by a city incinerator.

HULL PARK.

Mr. Todd recommends the acquisition of the Park like land with its magnificent growth of trees at the junction of the Gatineau and Ottawa rivers. One of the principal reasons for this is not only to have a park for the citizens of Hull, but to have one immediately to the north of Ottawa. This land is covered by a magnificent growth of hardwood.	Nothing done.

BOULEVARDS AND PARKWAYS.

By which are meant, in the case of Boulevards, either a straight or curved avenue, adapted for driving, planted on each side, or parkway with a narrow strip of parklike land reserved on each side, suitably planted. Mr. Todd points out how Ottawa is particularly fortunate in having so many rivers and canals, which if properly treated may be made to produce a city of unrivalled beauty.

RIDEAU HALL BOULEVARD.

The necessity for a boulevard connecting Rideau Hall with the Parliament Buildings, which will also act as a main artery for pleasure travel from the city to Rockliffe Park, is pointed out.

King Edward Avenue for this purpose is a mistake and is unsuitable, being longer and having no direct connection and being an uninteresting thoroughfare. Ottawa has the opportunity of making a driveway between Rideau Hall and the Parliament Buildings 'grandly characteristic of the city,' and if properly carried out would become famous the world over. Paris, Washington and Chicago may spend millions on Boulevards, but none of them can equal in greatness or impressive scenery the boulevard constructed along this river front. The proposal was to follow Sussex street from Pine street to MacKay street, which should be widened and the bank of the Ottawa approached near Ernscliffe following the cliff to Cathcart street and including all the land between this new driveway and Sussex street, from thence over government land, via McKenzie Avenue, to Dufferin bridge.

If the drive had been built some years ago Mr. Todd says that of course it should have been carried along the brow of the cliff, from Rideau Hall entrance to Ernscliffe past the Rideau Falls, and he says that possibly at some future time the Government will awake to the fact that the Rideau Falls belong to the Nation rather than individuals, and that these falls should be restored to their natural beauty.

Since this report was made an extensive fire largely cleared the land about the Rideau Falls of buildings, but notwithstanding this the Commission did not act, and now on this ground expensive permanent buildings have ben erected. It is so obvious that this magnificent site should be secured for the people instead of being a lumber piling ground with unsightly mills, that it is difficult to understand how the opportunity was not seized. The falls would still have been available for power purposes which might have been transmitted to a more suitable location. Unfortunately the Commission is now constructing the so-called 'Lady Grey Driveway,' and bringing it via the unsuitable and unsightly Minto bridges and Baird street to the river bank. This is being constructed along the face of the cliff in the rear of the Mint to Nepean Point. As an example of the way in which the work should not be done one could not find anything more complete. As a piece of engineering it is wrong both constructionally and in regard to grade and direction. Artistically it is wrong, as the magnificent lime stone cliff is being hidden behind a concrete wall with a 'fake' rubble face. This particular piece of work and Nepean Point, which it leads to, has called forth the most severe criticism from architects and engineers who have examined it. All this expenditure of money is being made without the advice of an engineer or landscape architect and is in the hands of a bricklayer, as is all the constructional and so-called artistic work of the Commission. In short this driveway, as being carried out, is a fearful blunder.

RIDEAU CANAL PARKWAY.

Dealt with later on.

VICTORIA PARKWAY.

It is suggested that land be acquired for a parkway extending from the Experimental Farm through to the Ottawa River.

The Commission apparently intended to carry out some such scheme until a year ago, the scheme embracing the 'Bate,' 'Cunningham' and 'Riopelle' islands in the Ottawa river opposite this park and driveway with a connecting bridge, and had asked, in 1910 for a preliminary grant of $90,000.00 towards carrying out this work which would cost in the neighbourhood of $150,000. This work had been contemplated by them for some years. The reason for abandoning it was that it was pointed out that on the construction of the Georgian Bay Canal not only would the islands which they proposed to connect up be under 10 to 12 feet of water, but the bridge connecting them and also some ½ mile of roadway would be beneath many feet of water. The report of the Georgian Bay Canal giving this full information had been published some three years before any action was taken, and the Commission should have been familiar with it.

CHAUDIERE PARKWAY.

From the Chaudiere Park there should be a driveway via the Lemieux islands and through to the centre of the city.

Nothing done.

RIDEAU RIVER PARKWAY.

A parkway is recommended on both sides of the Rideau from Cummings bridge to near the Experimental Farm. Mr. Todd realizes the danger of flooding in the spring, but considers that this should not interfere with the construction of the driveway, and anticipates means being taken to prevent the flooding in the future. The necessity of acquiring this land at as early a date as possible, both for the sake of economy and for the necessity of preserving the natural beauty, is strongly urged by Mr. Todd.

Notwithstanding Mr. Todd's recommendations and the further recommendations of experts to whom the necessity of this appears to be quite obvious, and also the fact that this was again urged on the Commission last August, nothing has been done and large sections of lands are now in the hands of speculators and are being held for very much inflated values.

Since Mr. Todd's report was published a system of Rideau River improvements has been worked out which would lend itself admirably to a driveway system.

GATINEAU PARKWAY.

In the event of a forest reserve being made at Meach lake or Wright's bridge, it is suggested to reach it via, one of the Gatineau roads, but to do this a boulevard should be made through Hull.

Nothing has been done.

WATERWAY PARKS—BATHING.

The necessity of making provision for facilities for bathing is strongly emphasized, not only for pleasure but also as a matter of necessity.

Nothing has been done in this connection.

CITY PARKS AND SQUARES.

The advantage of maintaining small city parks and squares as breathing places for the people and for their use and recreation is strongly emphasized, and the danger of using them merely for the display of the gardener's art and his ability to design curious and fantastically shaped flower beds is pointed out.

The Commission does not appear to appreciate that the parks are for the people, and the 'keep off the grass' sign is too frequent, and the maintenance of these alleged beauty spots is out of proportion entirely to their value when used as gardens. For example Dundonald Park, Patterson's Creek Park with fantastic flowerbeds and meaningless concrete ornaments.

PATTERSON'S CREEK PARK.

Patterson's Creek Park with its beautiful natural shores to the stream and with fine woods, is much appreciated by Mr. Todd, who strongly urges that this be saved for the public use at once, and its natural beauty saved.

This has been acquired by the Commission and everything that should not be done has been done to mar its natural beauty and call for the severest criticism. In fact it is a shining and typical example of the harm and irreparable damage and waste that can be done by the unskilled designer.

SMALL PARKS AND PLAYGROUNDS OWNED BY THE CITY.

Eight small parks and squares owned by the City are named.

Three have been taken over by the Improvement Commission and in the case of Strathcona Park and Somerset Street square (Dundonald Park) the results are even worse if possible than the Patterson's Creek Park or Nepean Point.

THE FUTURE TREATMENT AND ADORNMENT OF PARKS, BOULEVARDS AND SQUARES.

Mr. Todd now takes up the question of the future treatment of these properties, and goes on to say:—

'The best results in park development are only obtainable when plans are adopted the design of which is the result of a thorough knowledge of the problem and a careful study of the present and future requirements of the people for whom they are intended.'

'*It is therefore of the utmost importance that your Commission should have prepared as soon as possible a general outline plan for your park system, and also carefully studied plans for the suburban and city parks.* In no other way can an extensive work, extending over a number of years be carried on without a waste of time and money and a sacrifice of that breadth and unity which should characterize a comprehensive scheme.'

'*It is far from my intention to suppose that I have given your parks sufficient thought of study to enable me to prepare plans or even suggest the best method of treatment for each park,* but I have, during my preliminary examination, made note of a few suggestions, and partially formulated certain general lines of development along which it seems desirable that your Commission should proceed, in order that your park system may be developed in an economical and artistic manner, and still preserve the natural character of the different parks.'

'Real landscape art is nothing if it is not conservative of natural beauty, and does not consist alone in building rustic bridges, or in arranging plants or trees,—there is a woeful tendency to reduce all the landscape in our parks to one level.—We allow all sorts of monstrosities of buildings, of grading and of planting to creep into our parks.'

In regard to the foregoing no comprehensive plan or plans have been prepared, or no real study given to the scheme; foolish and wasteful rustic bridges and monstrosities of buildings have been erected and the grading and planting in general is as bad as it can be.

ROCKCLIFFE PARK AND IT PROPOSED EXTENSION.

Mr. Todd recommends leaving Rockcliffe Park exactly as it is instead of proceeding to develop it in a careless and haphazard manner, and fears the possibility of its beauties all being 'improved' out of existence. He proceeds to say that Rockcliffe needs little to make it a perfect park.

Unfortunately much 'improving' has been done which can never be cured, but in this case not to the extent of the work done in other directions.

The land owned by the Ottawa Electric Railway in the park is spoken of as a blot on the surroundings and it is recommended that the buildings be screened with trees or if possible removed.

Nothing has been done to overcome these unsightly buildings and the eight years have been allowed to pass without tree planting, which if it had been carried out at the time, would now have made an effective screen.

The present entrance to the park is described as 'poor as one can well imagine' and without shape and dignity, and the most conspicuous object at the entrance is the barn which somewhat balances the hideous barn already referred to.

There is no marked entrance and the barn still stands.

In regard to the drives the original drives are described as being well laid out, but those at that time most recently built are said to be, both in regard to line and grade, examples of what should not be done rather than of good park roads well located.

Since making this report further examples of what should not be done in the way of road making have been carried out.

SESSIONAL PAPER No. 51a

The value of vistas being judiciously opened is pointed out to prevent the drive from being monotonous. The method of doing this is carefully described.	Several vistas have been cut, but have been done in the way which Mr. Todd says they should not be done.
In connection with Rockcliffe Park extension, which requires tree planting, these are suggested to be placed in groups or single specimens, but straight rows of trees along the side of the road should be carefully avoided.	The tree planting in this extension has been carried out with straight rows of trees.

CHAUDIERE PARK.

A suggestion for the laying out and planting of this park is made, rather in contrast to the scheme suggested for Rockliffe.	As this park has never been acquired nothing has been done.

RIDEAU CANAL PARKWAY.

In connection with this parkway which had then just been laid out, Mr. Todd criticises the lay-out of roads which have been a source of irritation to one who has studied the subject. He suggests that the very well known rule of screening with trees the curves in these roads where they occur, as there should be some reason for the curve, and speaks of the road apparently wiggling on ahead like a gigantic serpent.	The system of building 'wiggling' unscreened roads has been rigidly adhered to.
In regard to planting, a recommendation is made to change the system of planting as the system adopted on this drive lacks interest and he again points out the necessity of planting trees and shrubs in masses and leaving broad surfaces of grass.	The original meaningless planting has been carried out with the result that the cost of maintenance has been unnecessarily increased and this driveway has a most monotonous appearance.
The formal terraces about the pines at Brown's Inlet it is recommended to make more natural and more in harmony with the drive and surrounding features. He points out the necessity of taking contours at 1 ft. elevation and making a careful grading plan, and emphasizes the necessity of screening one drive from another when they are in close proximity.	The terraces at Brown's Inlet remain as they were, except that the rustic work has nearly rotted away. No grading plan has ever been made of this or any other park and in most cases one drive is distinctly visible from the other.

CLEMOW BOULEVARD.

On this boulevard which had been taken by the Commission, it was recommended that it be connected through to Patterson's Creek and also to the St. Louis Dam.	No connection yet made with the St. Louis Dam.

PATTERSON'S CREEK PARK.

For this park, which has already been referred to as having much natural beauty which should determine to a certain extent its future treatment, the use of shrubs and trees rather than plants or flowers is recommended.	Is now laid out with wiggling walks, concrete margins to lagoons, fantastic flower beds and rustic pagodas.

STRATHCONA PARK.

This is spoken of as being one of the most valuable of the small city parks, and it is recommended that careful surveys be made before expensive piece-meal work be done.	This park was carried out without any careful study and with the results that it was expensive to construct, is expensive to maintain, is meaningless and unsatisfactory in layout and is vulgar in detail.

ANGLESEA SQUARE.

Recommendations are made in regard to the laying out of this square.	Nothing done.

SOMERSET STREET SQUARE (Dundonald Park).

This is spoken of as being a difficult problem with great possibilities and having more than ordinary interest, and for which a scheme cannot be suggested until accurate surveys have been prepared.	This park has been laid out in a meaningless manner and among other alleged ornaments are artificial flowers beds made of concrete and coloured stones.

GLADSTONE AVENUE SQUARE.

It is suggested that this be made into a public playground with small ornamental park.	Nothing done.

PRESTON STREET SQUARE.

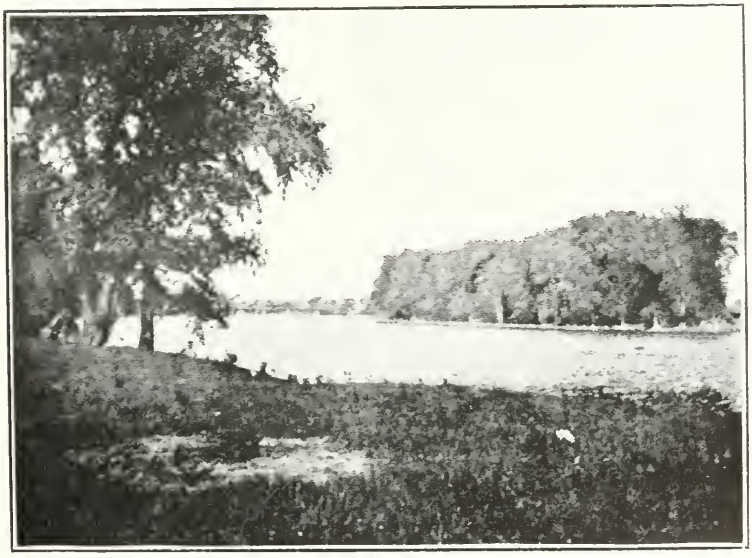
Similar suggestion is made here.	Nothing done.

CONCLUSION.

Mr. Todd says: 'In conclusion it is my duty to impress on your Commission the fact that in a scheme of this nature, where the work must extend over a number of years, it is absolutely necessary that the improvements should be carried out in a thoroughly systematic manner *and in strict accordance with a pre-conceived plan,* which once approved must on no account be subject to alteration to meet the *wishes or whims of self-interested parties.*'

'I cannot well conceive of anything more disastrous to such a scheme than that when once it has been sanctioned and partially carried out the general idea should be liable to alteration, and the general effect of the whole thereby destroyed.

Rideau River.



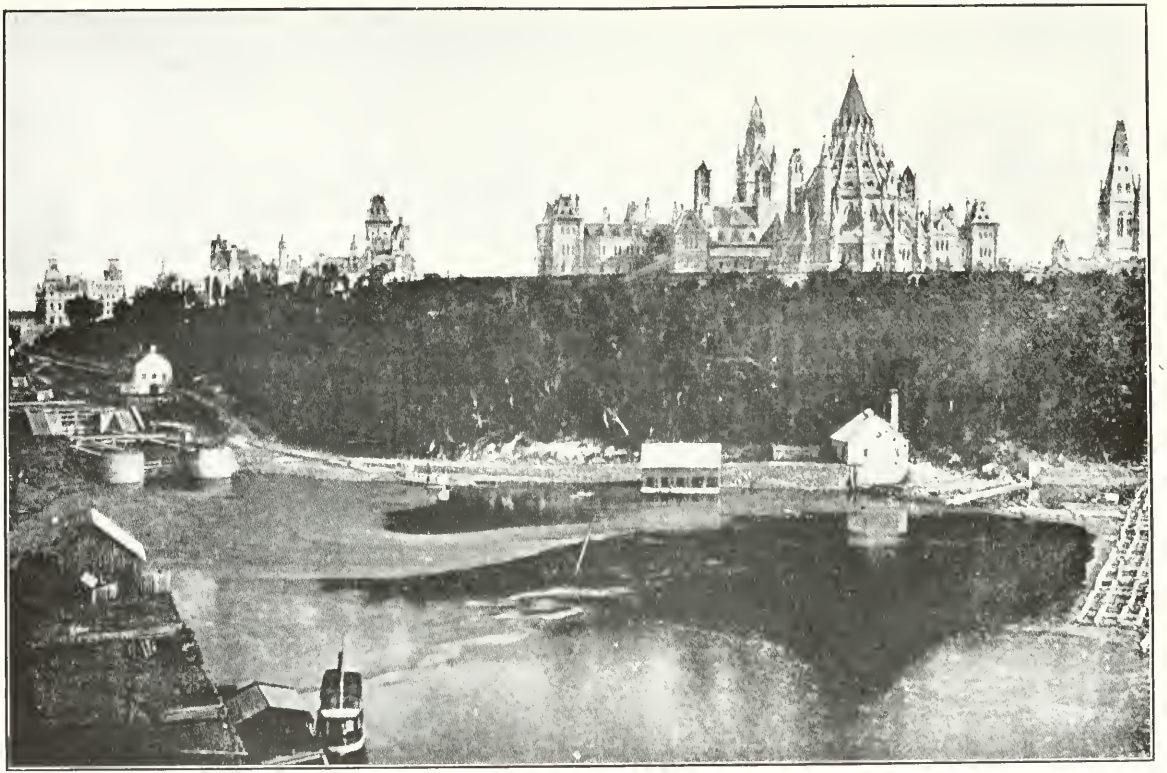
Rideau River.

Entrance to Rockcliffe Park.

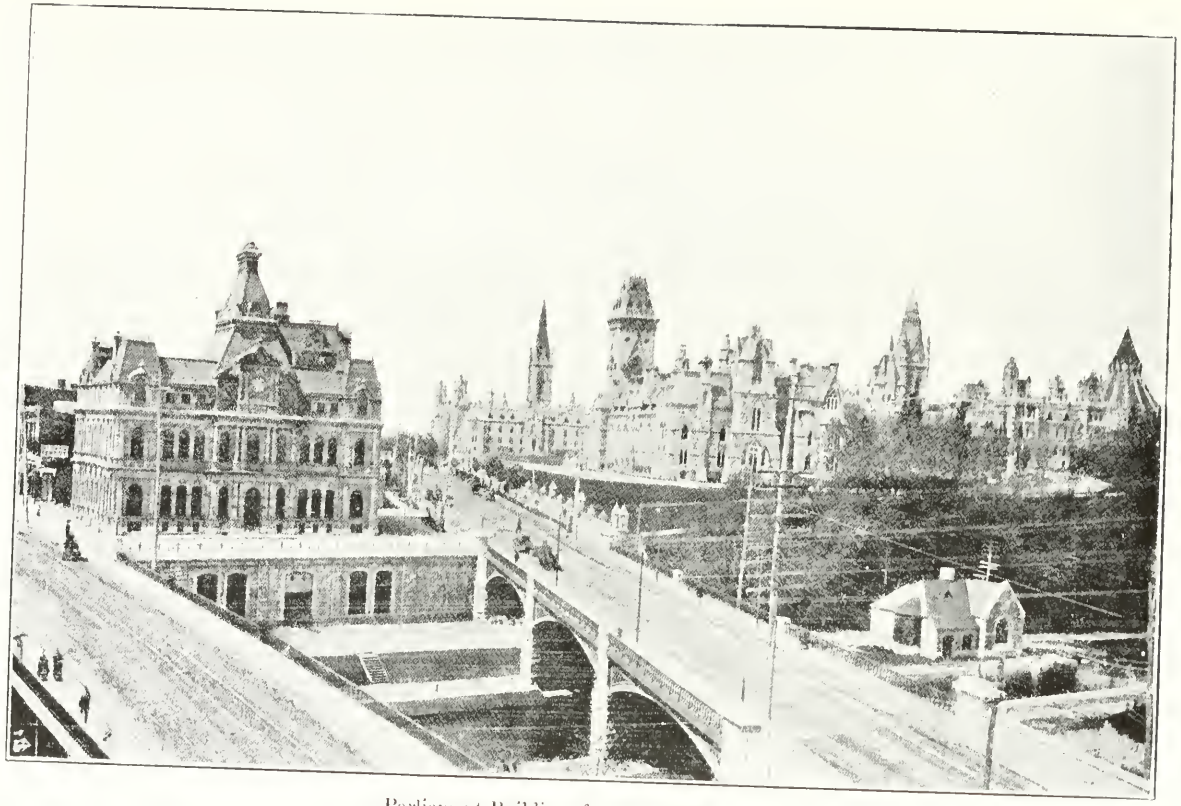
Drive in Rockcliffe Park.

View in proposed extension to Rockcliffe Park.

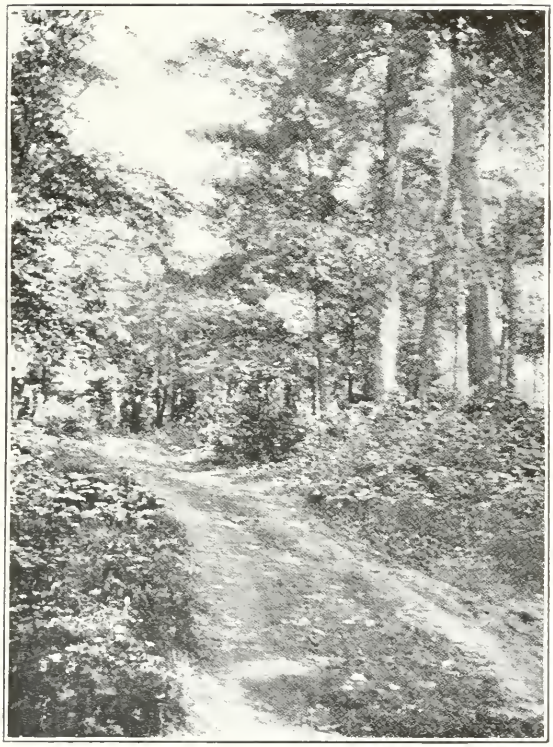
Woods in proposed Hull Park.



Parliament buildings from Nepean Point.



Parliament Buildings from proposed circle.



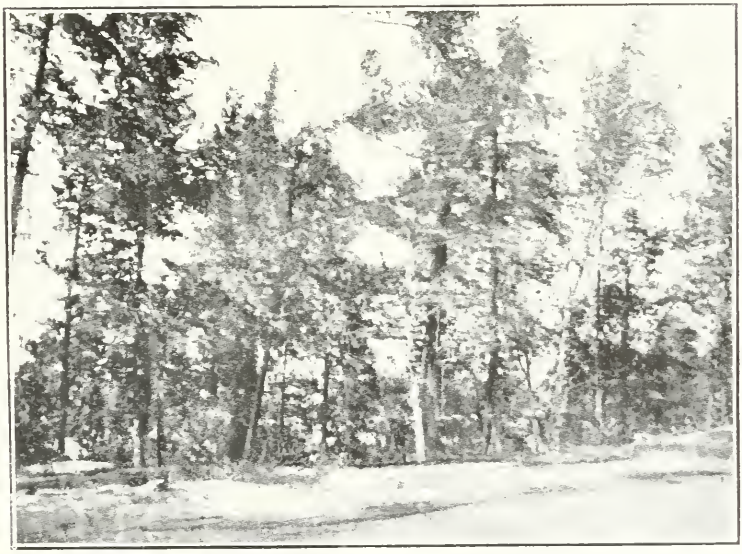
View in proposed extension to Rockcliffe Park.

Proposed Patterson Creek Park.

Patterson Creek.

View from Rockcliffe Park.

Possible view from Rockcliffe Park Drive.



Typical fringe of trees concealing view from Rockcliffe Park Drive.

SUPPLEMENTARY.

Since the date of Mr. Todd's Report, the various driveways and parks under the control of the Ottawa Improvement Commission have been extended and enlarged by new additions, or further developments.

The following views have been taken from these later developments, which were designed by Mr. Stuart, Superintendent of Works, and executed under his supervision.

Rideau Canal Driveway, Western end.

Rideau Canal Driveway, Western end.

Rideau Canal Driveway. Western end.

Rideau Canal Driveway.

Rideau Canal Driveway.

Rideau Canal Driveway, Western end.

Rideau Canal Driveway.

Rideau Canal Driveway.

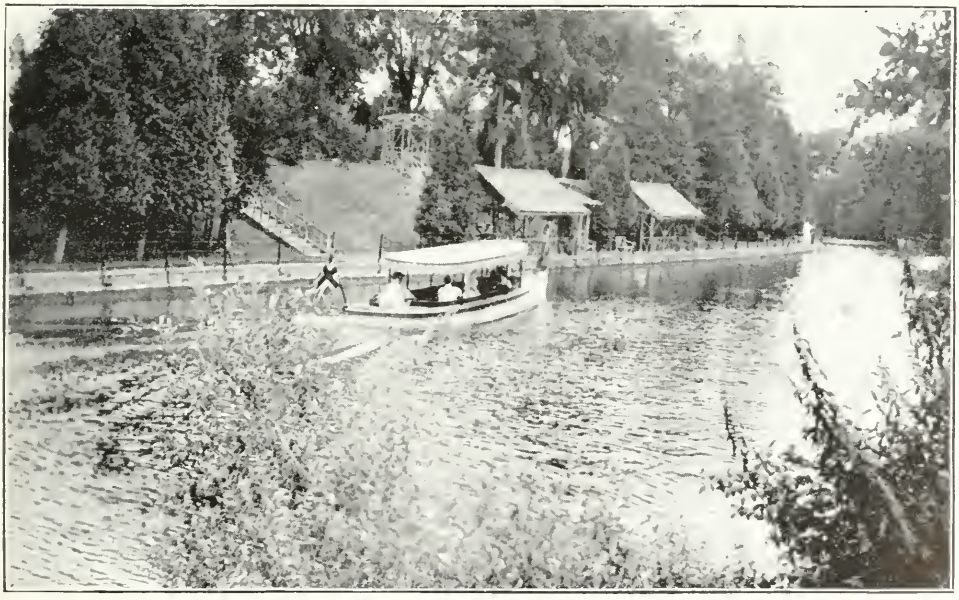
Rideau Canal Driveway.

Rideau Canal Driveway.

Rideau Canal Driveway, Eastern end.

Rideau Canal Driveway, Western end.

Rideau Canal Driveway.

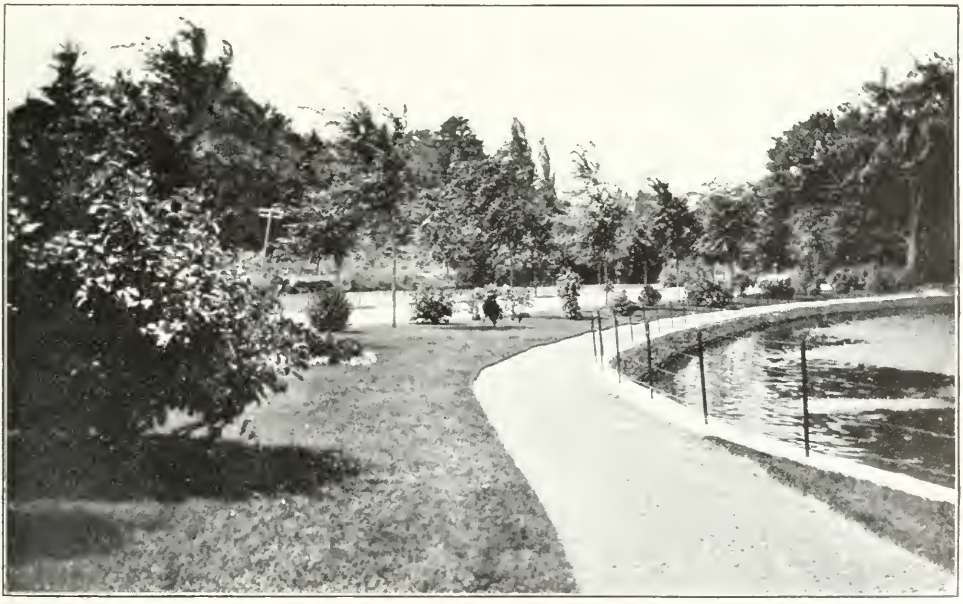


Rideau Canal Driveway. Western end.

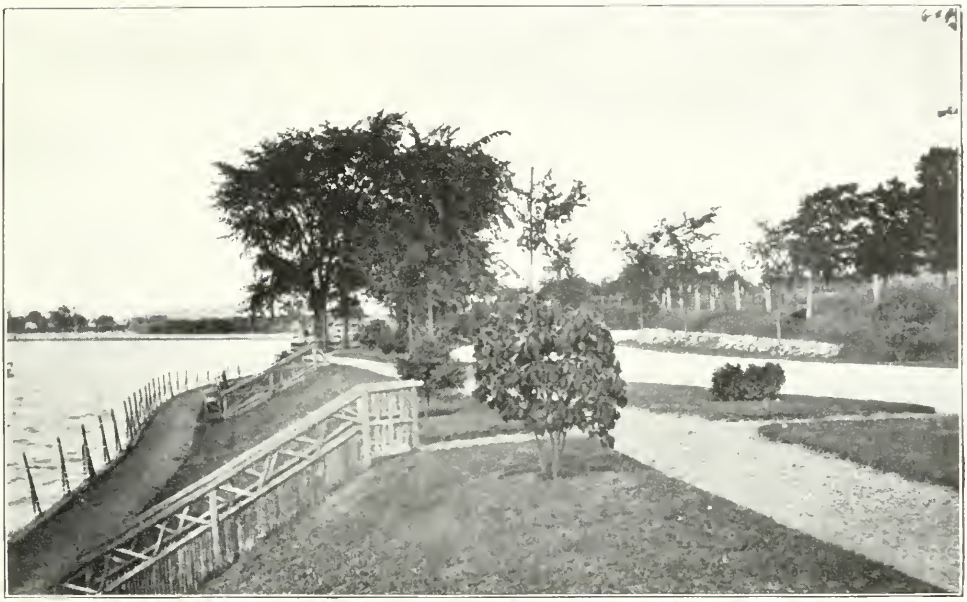
Rideau Canal Driveway.

Rideau Canal Driveway.

Rideau Canal Driveway.



Rideau Canal Driveway.



Rideau Canal Driveway.

Rideau Canal Driveway.

Rideau Canal Driveway.

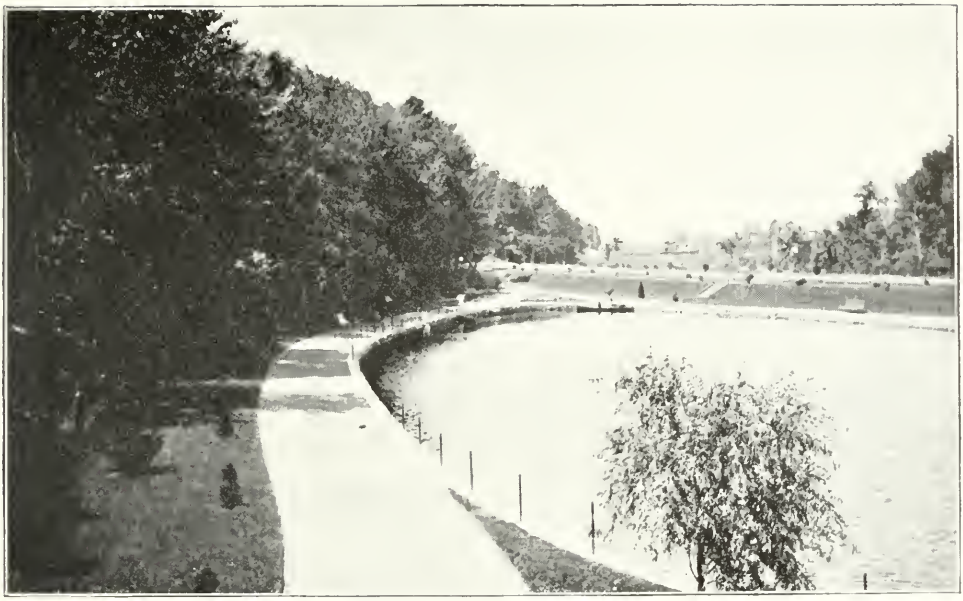
Rideau Canal Driveway.

Rideau Canal Driveway.

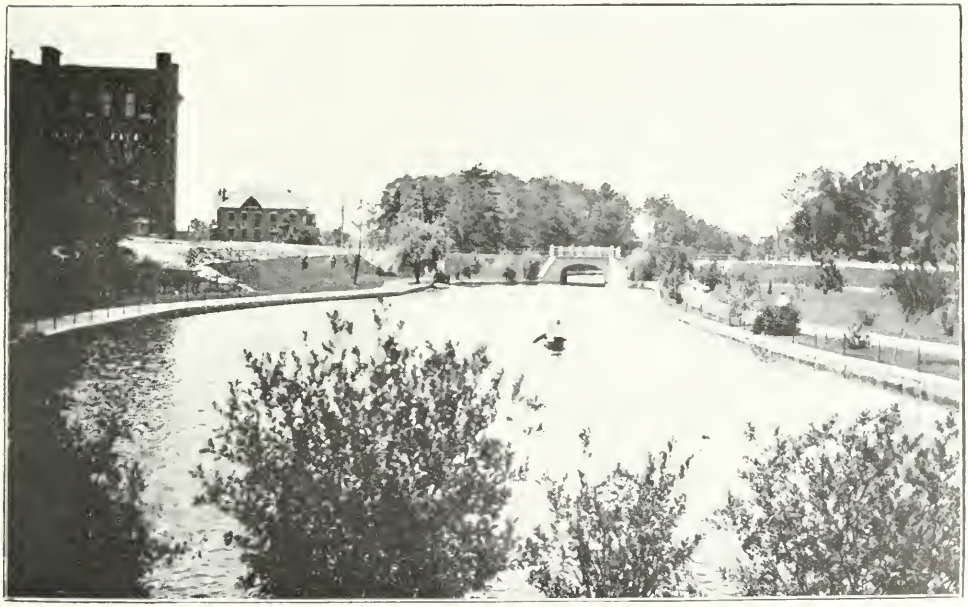
Rockcliffe Park.

Brown's Inlet, Rideau Canal Driveway.

Brown's Inlet Rideau Canal Driveway.



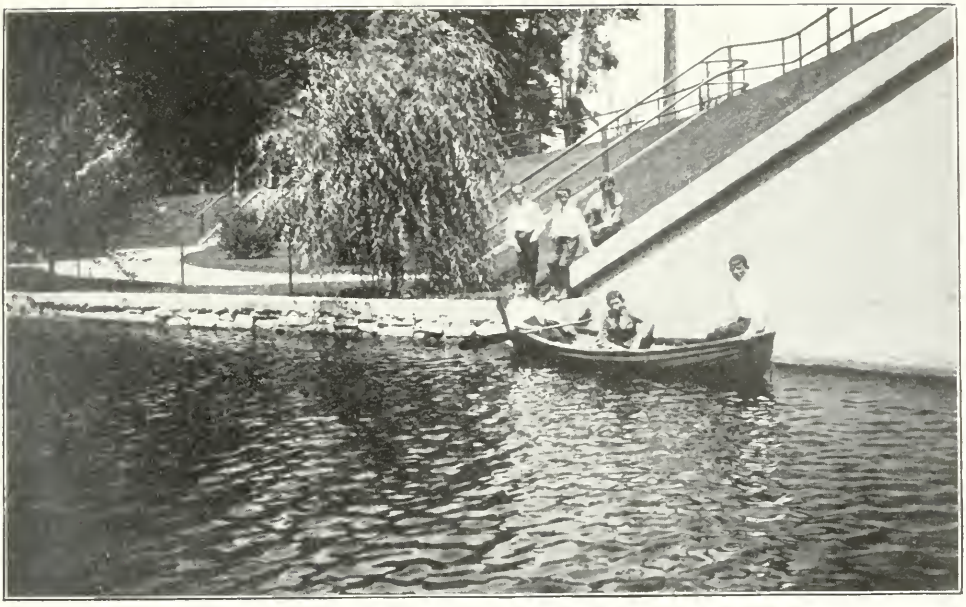
Patterson's Creek, Rideau Canal.



Patterson's Creek, Rideau Canal.

Patterson's Creek, Rideau Canal.

Patterson's Creek, Rideau Canal.

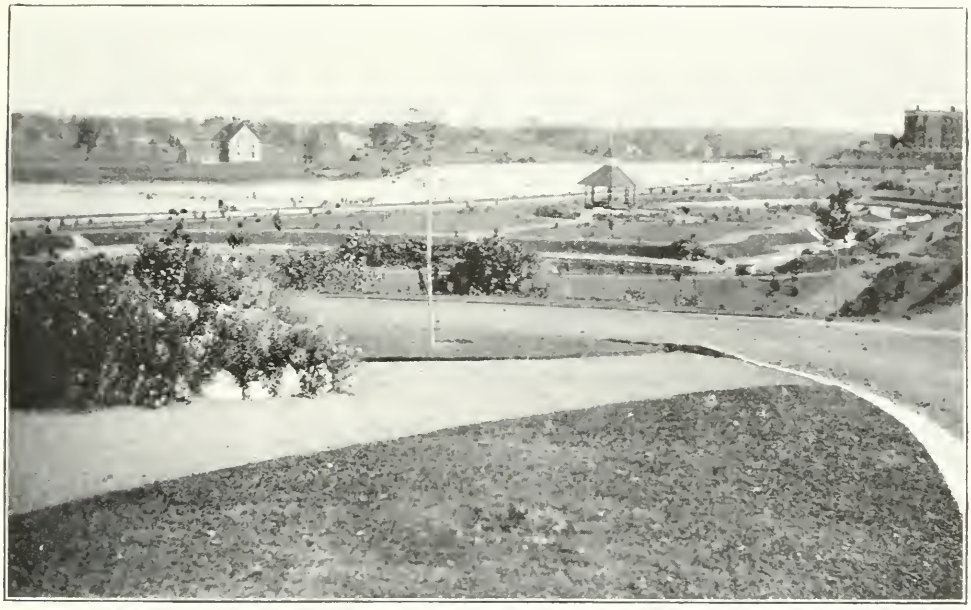


Patterson's Creek, Rideau Canal.

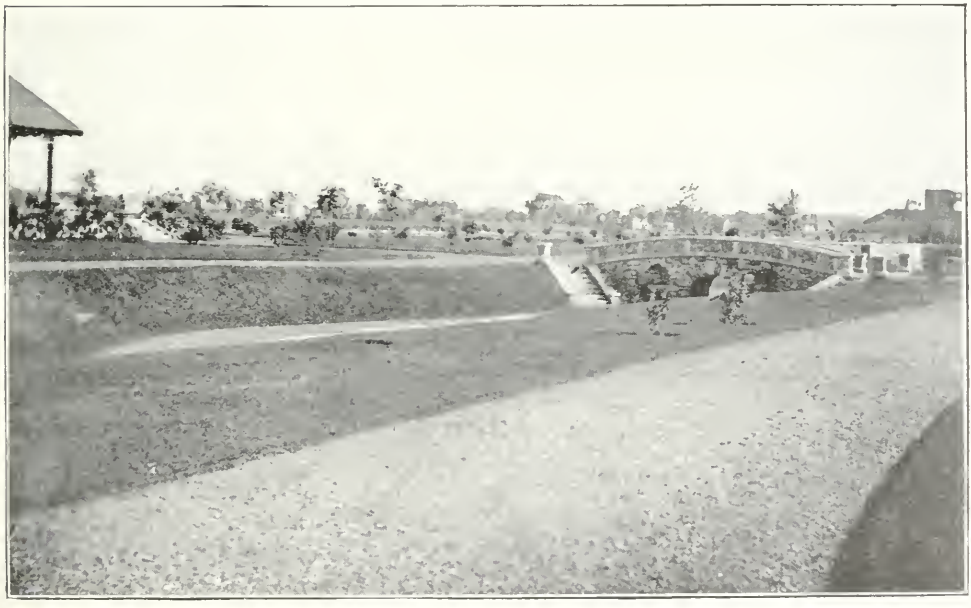
Patterson's Creek, Rideau Canal.

Patterson's Creek, Rideau Canal.

Fountain Strathcona Park.

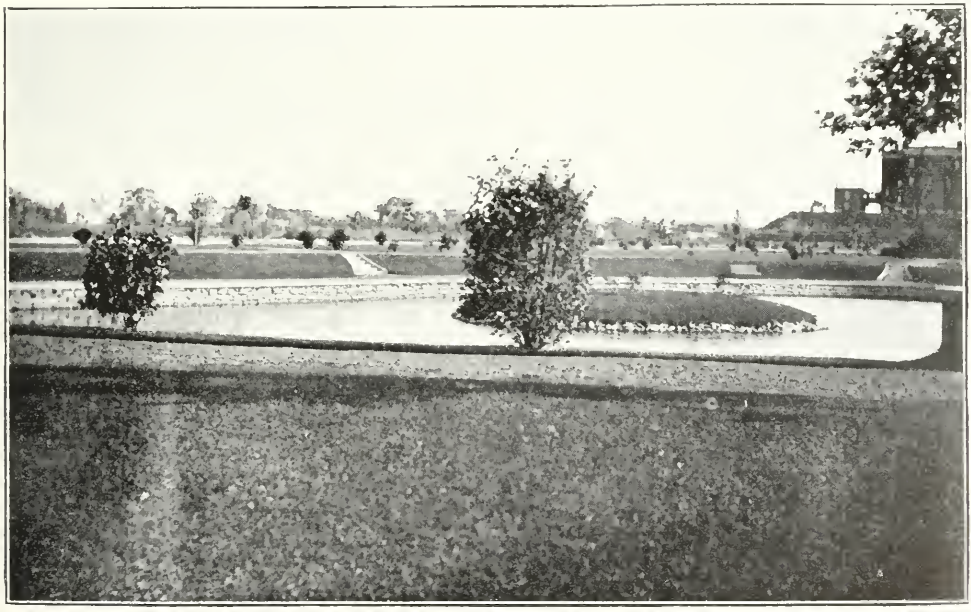


Strathcona Park.

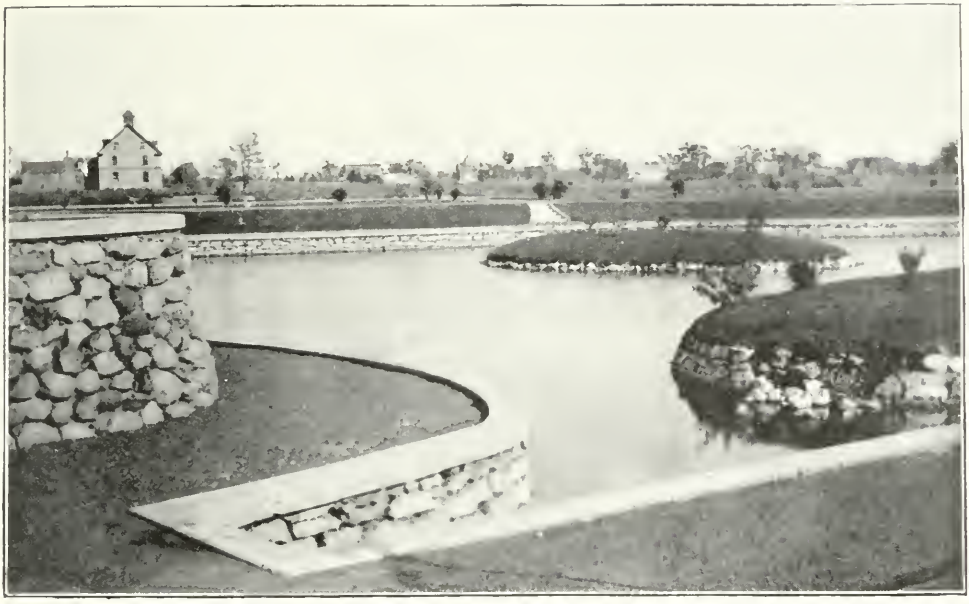


Boulder Bridge, Strathcona Park.

Strathcona Park.



Strathcona Park.



Strathcona Park.

Strathcona Park.

Summer House, Nepean Point Park.

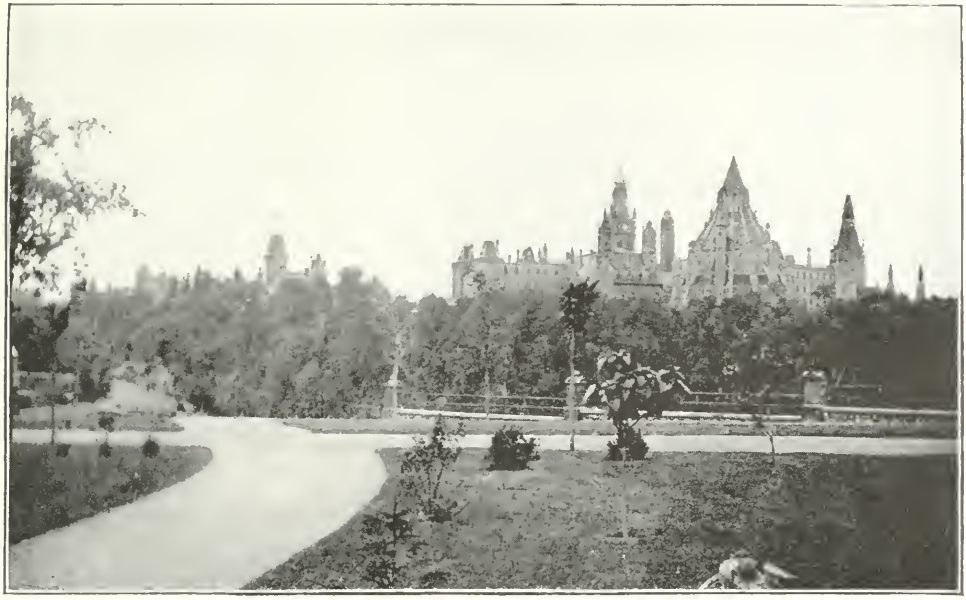
Fountain, Nepean Point Park.

Look out, Nepean Point Park.

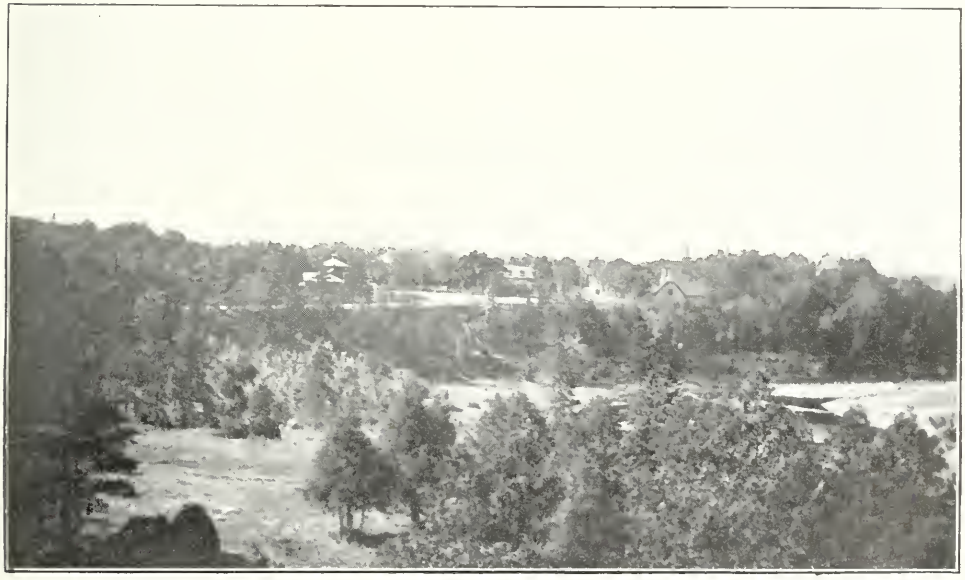
Nepean Point Park.

Nepean Point Park.

Nepean Point Park.

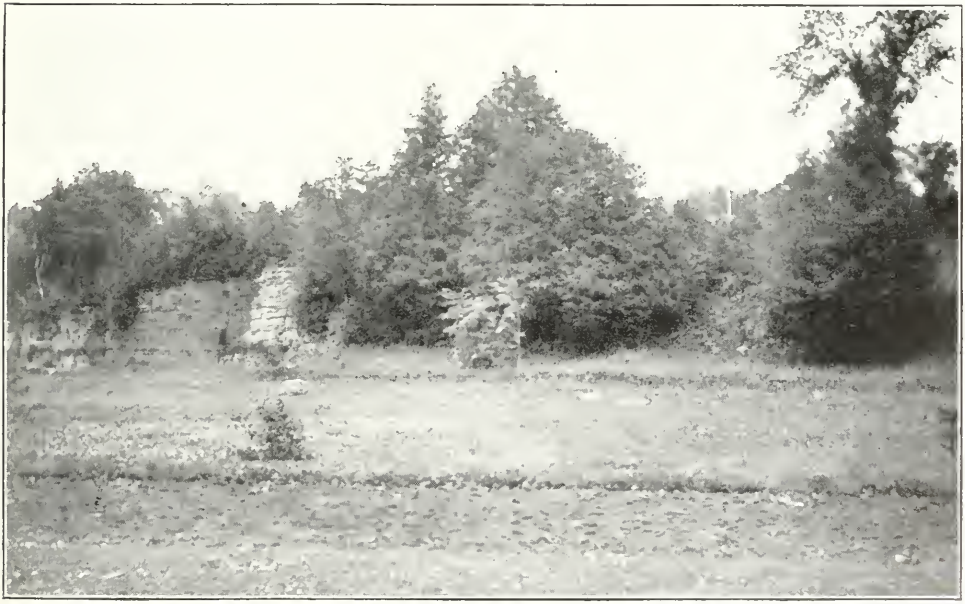


Parliament Buildings from Nepean Point Park.



Rockcliffe Park, Parliament Buildings in distance.

Look out, Rockcliffe Park.



Rockcliffe Park.

Rockcliffe Park.

Rockcliffe Park.

Rockcliffe Park, over looking river.

Gatineau Point from Rockcliffe Park.

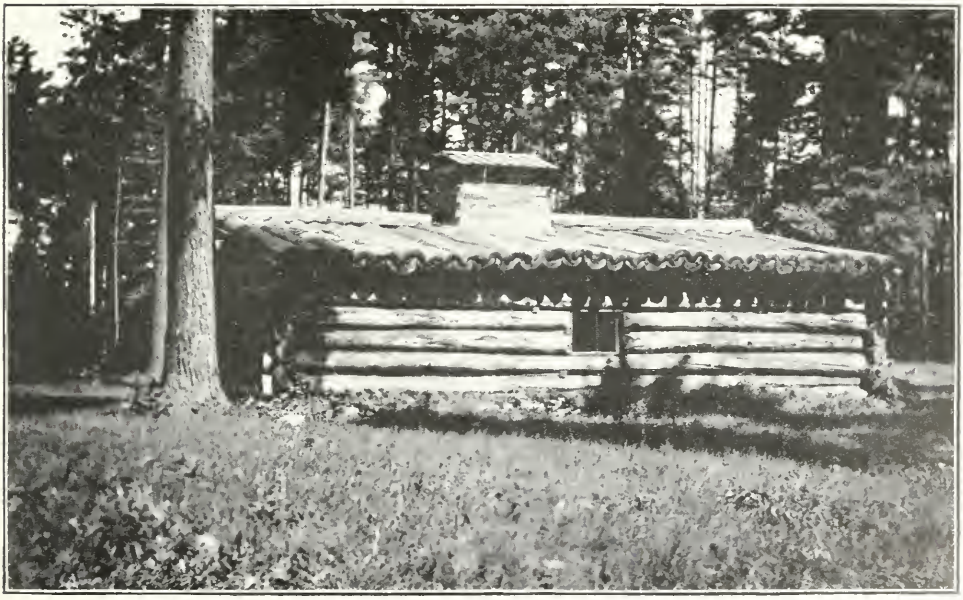
Rockcliffe Park.

Rockcliffe Park, Natural Scenery.

Pines, Rockcliffe Park.

Entrance to Rockcliffe Park.

Rockcliffe Park.



Royal Shanty, Rockcliffe Park.

Rockcliffe Park.

Rockcliffe Park.

Play ground, Rockcliffe Park.

Entrance to Lady Grey Road (under construction).

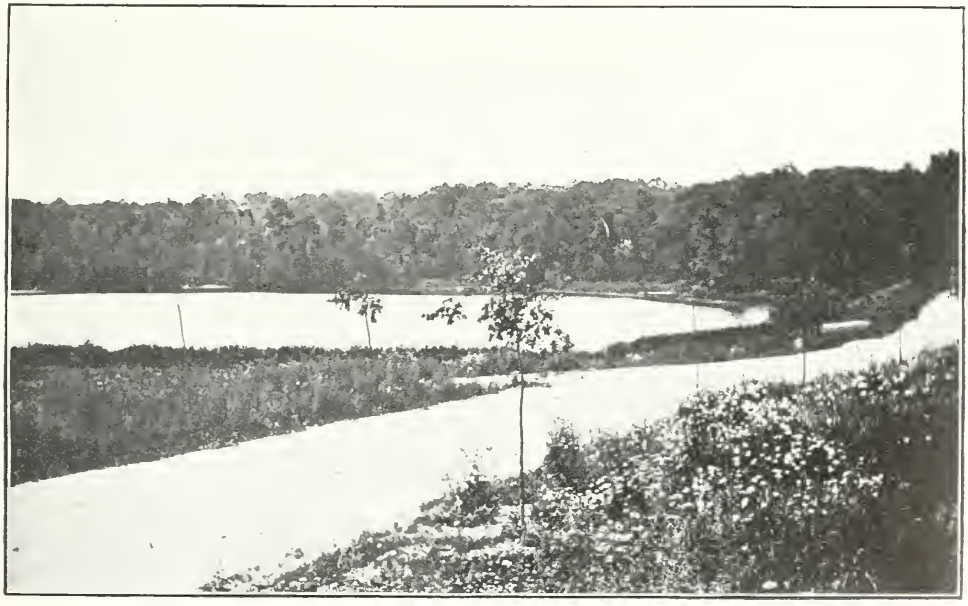
National Park, near Rockcliffe.

Lover's Walk, National Park.

National Park.

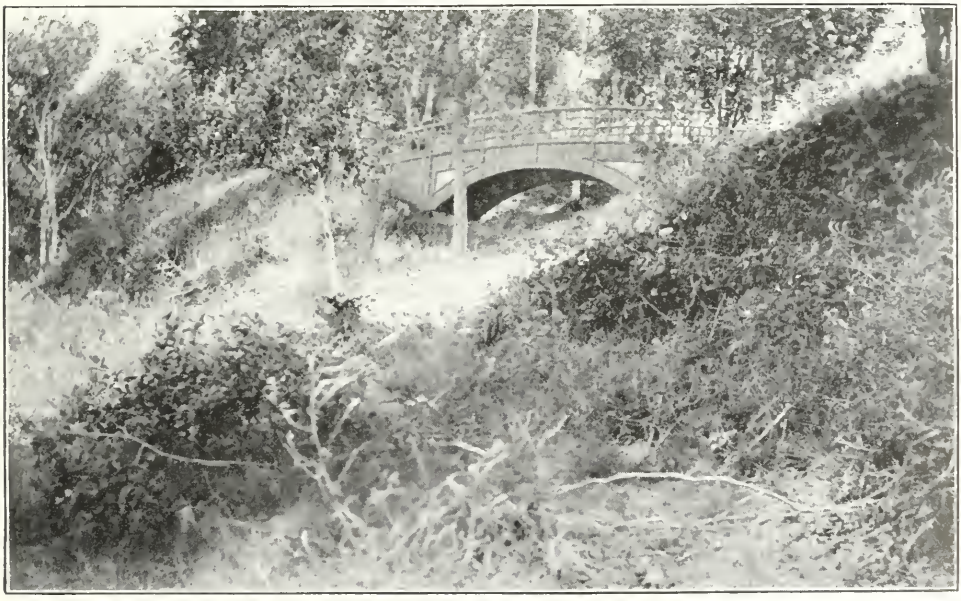
Entrance to National Park.

McKay's Lake National Park No. 1.



McKay's Lake National Park No. 2.

National Park.



Rustic Bridge, National Park.

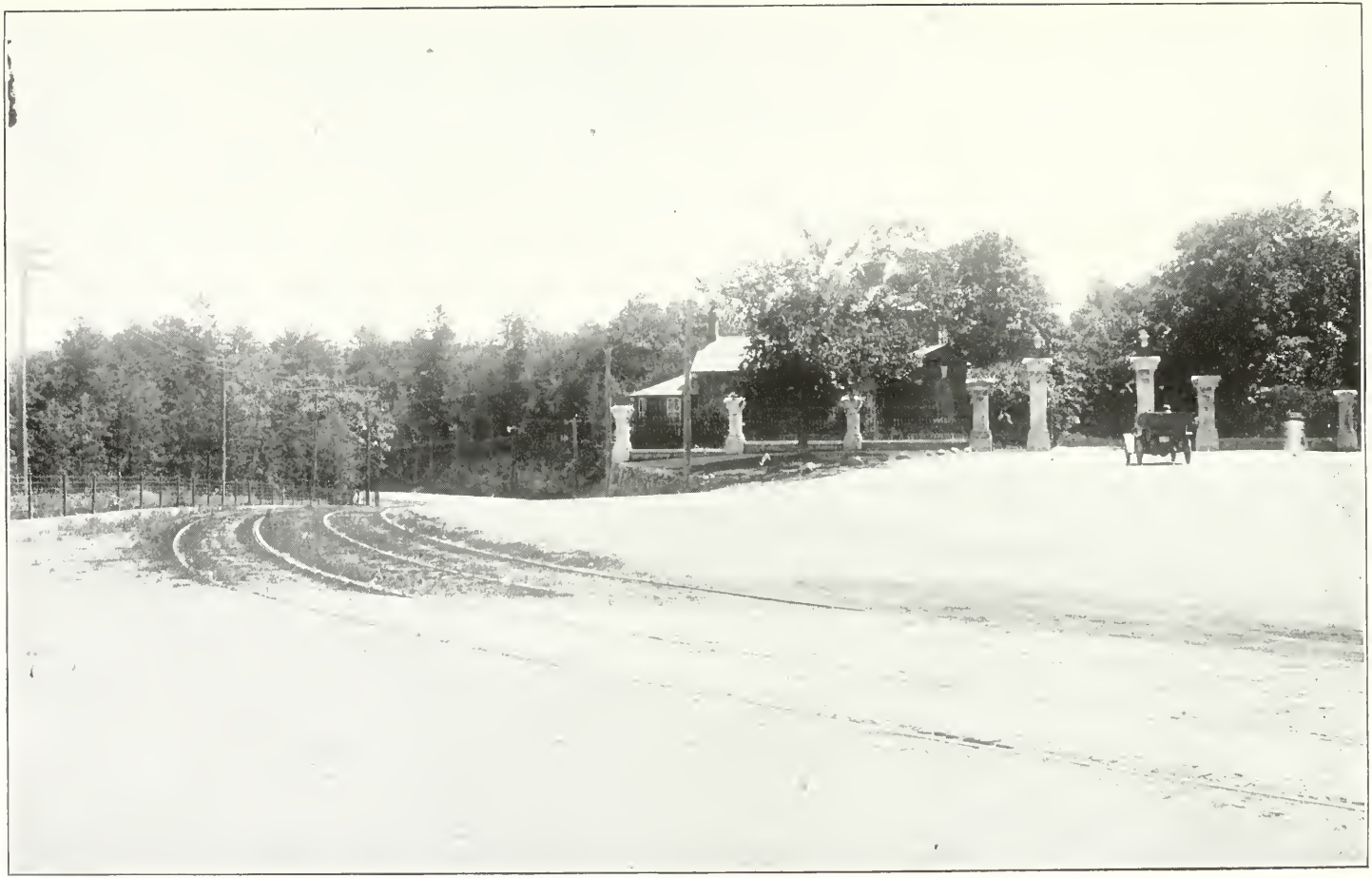
National Park, near Rockcliffe.

National Park, near Rockcliffe.

River front National Park.

National Park.

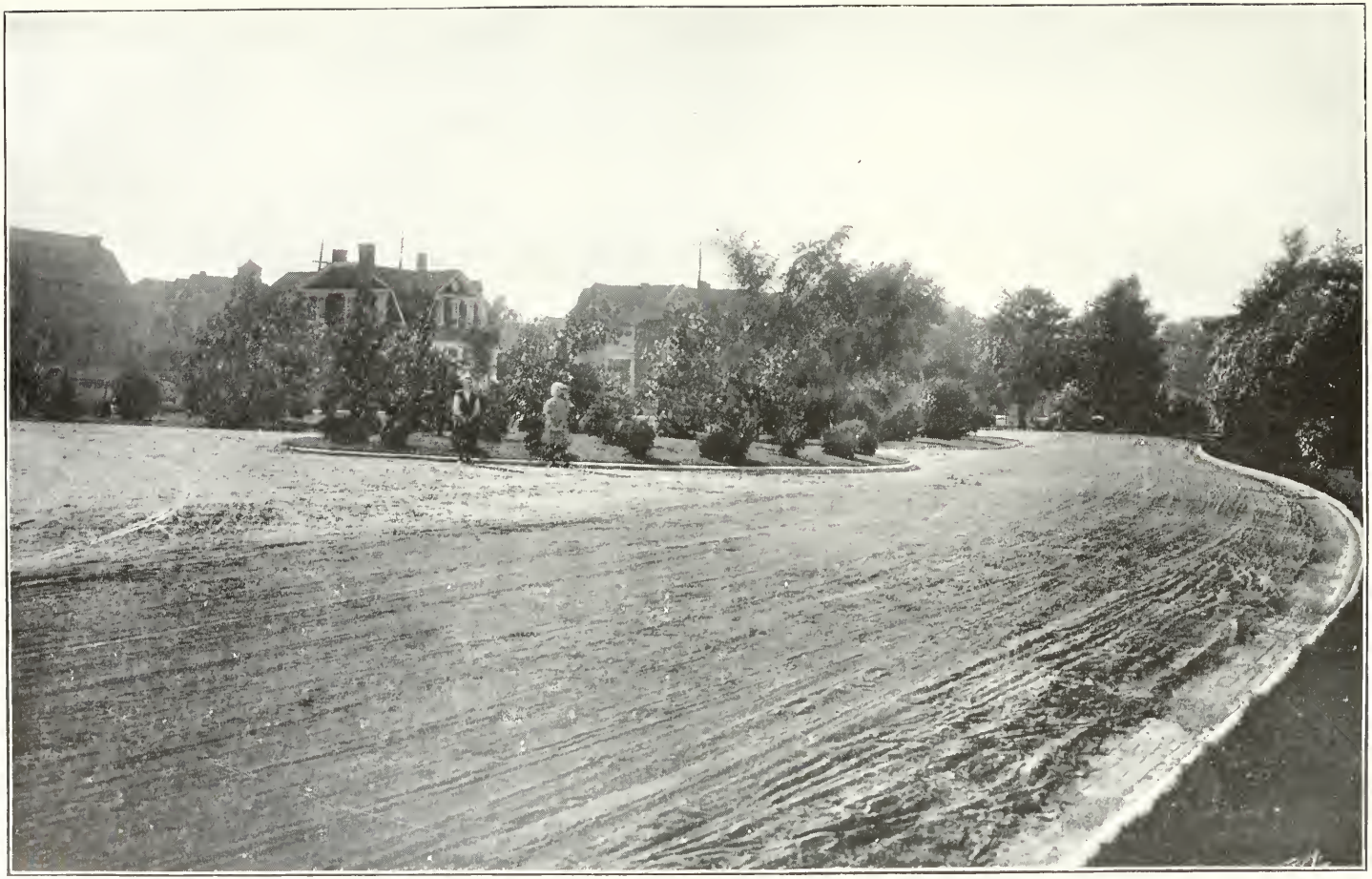
Winding drive to National Park.



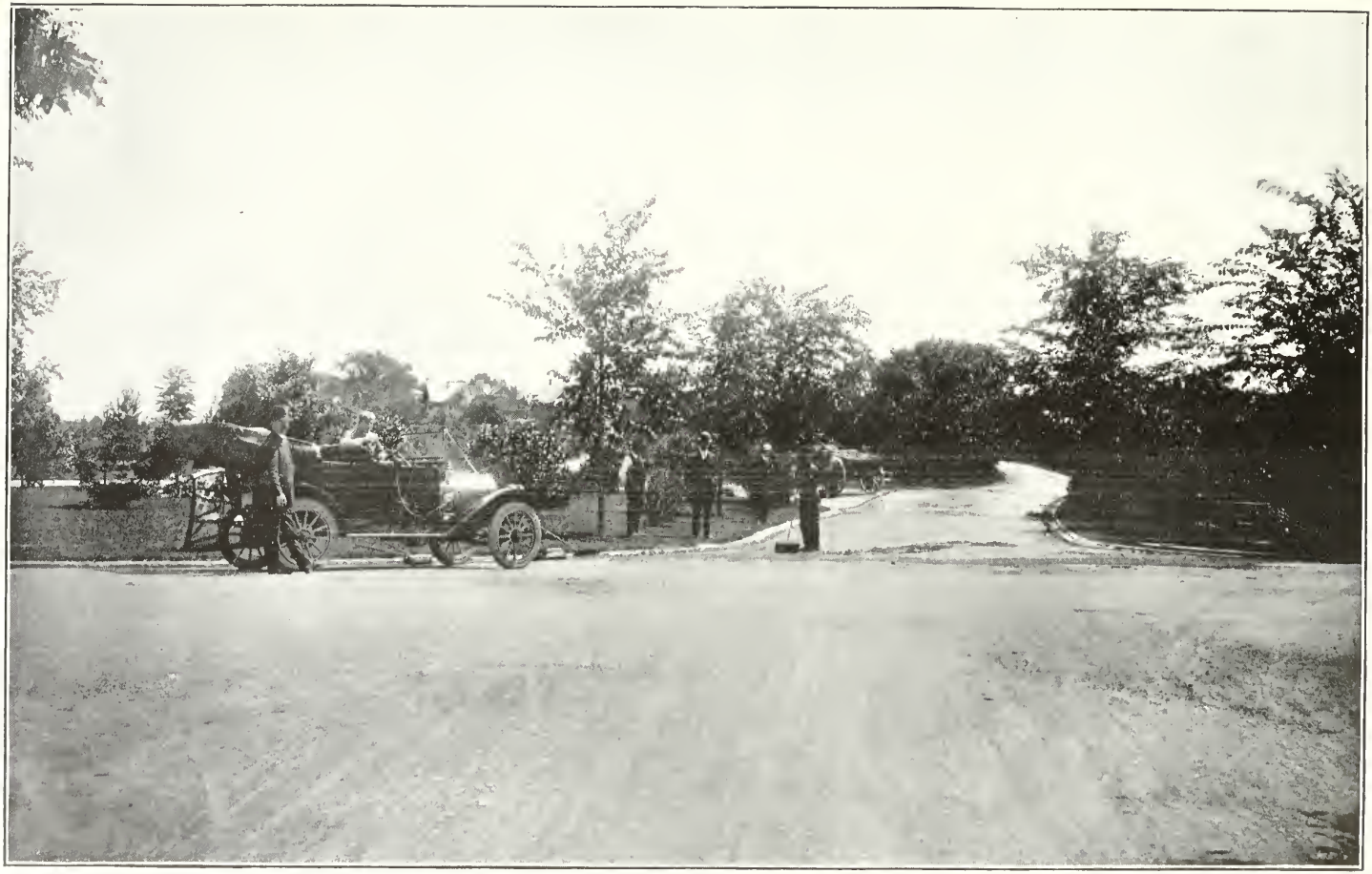
Entrance to Rideau Hall.

Laying Tarvia on Driveway.

Rideau Canal Driveway.



Rideau Canal Driveway.



Rideau Canal Driveway.

Rideau Canal Driveway.

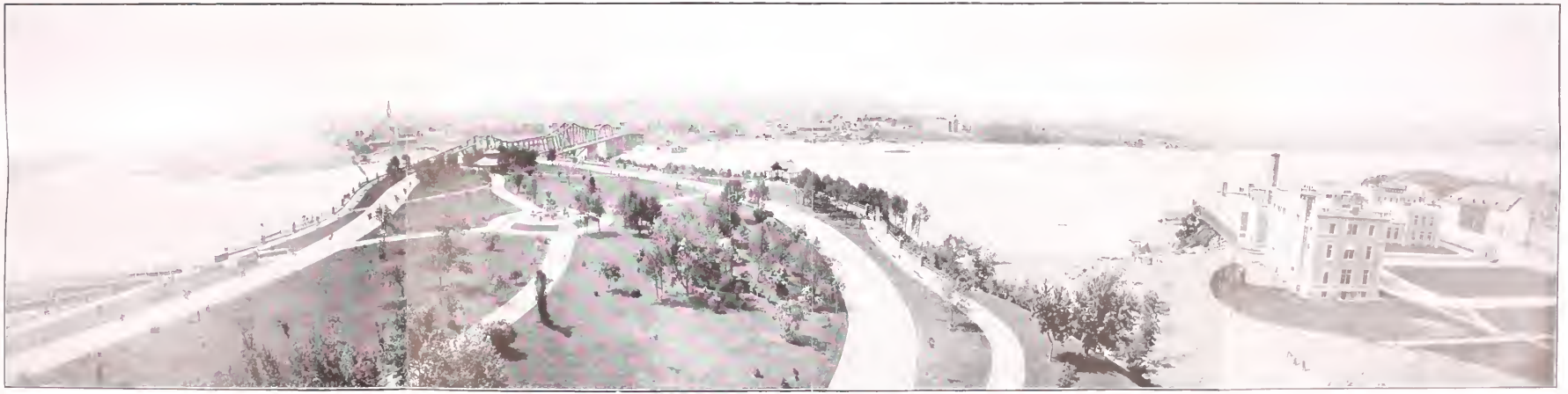
Patterson's Creek.

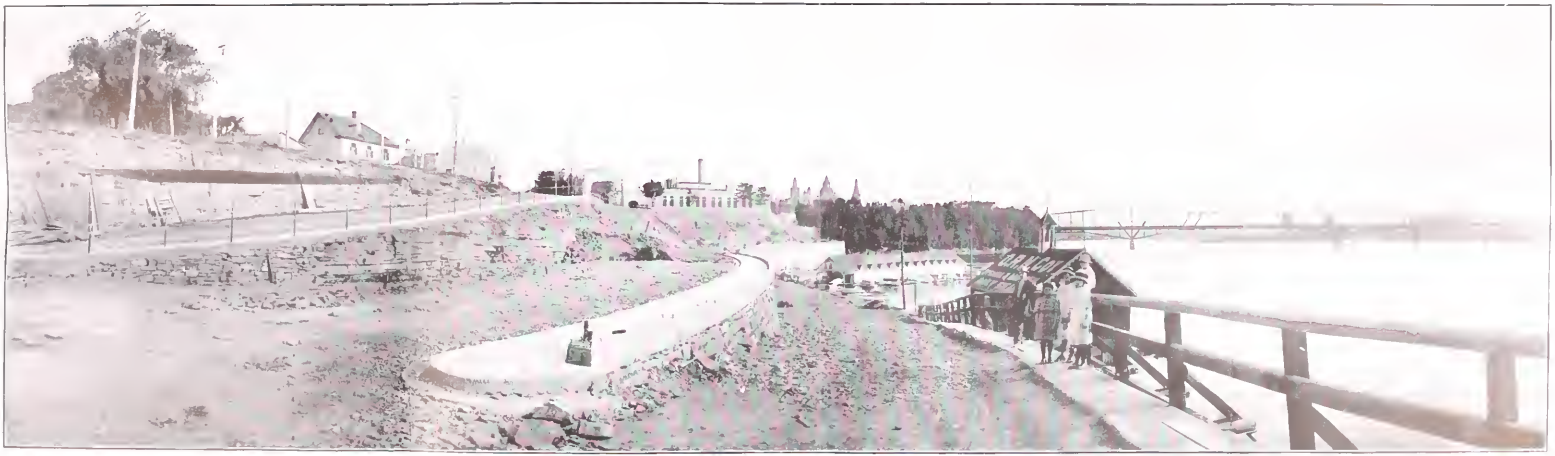
Rideau Canal Driveway at Bronson Avenue.

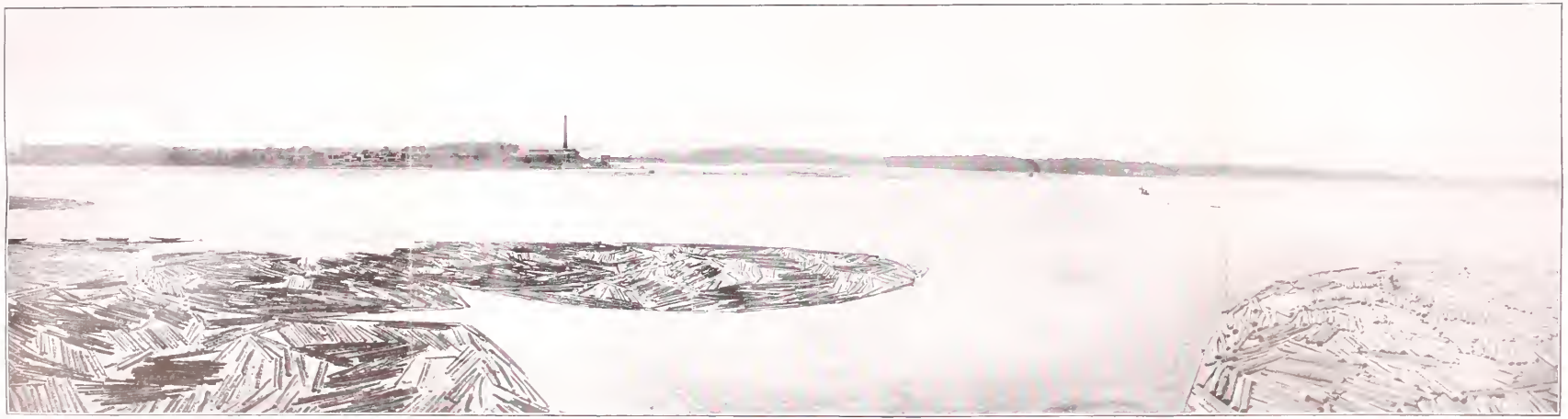
Monkland Avenue.

Causeway across Dow's Lake, No. 1.

Causeway across Dow's Lake, No. 2.







RETURN

(53)

Regulations under the Destructive Insect and Pest Act. Tabled by the Honourable Martin Burrell, Minister of Agriculture, in pursuance of Section 9, of the Destructive Insect and Pest Act.

(Copy P.C.L. 469.)

Privy Council.

Canada.

AT THE GOVERNMENT HOUSE AT OTTAWA,
FRIDAY, June 30, 1911.

PRESENT:

HIS EXCELLENCY IN COUNCIL:

His Excellency in Council is pleased to Order and it is hereby Ordered that the Regulations under the Destructive Insect and Pest Act, established by Order in Council dated the 11th day of May, 1910, be amended, by adding to Section 12 thereof,—

'Chestnut Bark Disease, *(Diaporthe parasitica),*'

and also by adding a new section as follows,—

'13½. The importation of both Chestnut *(Castanea dentata),* and Chinquapin, *(Castanea pumila),* into Canada from the United States is prohibited.'

(Sgd.) F. K. BENNETS,
Assistant Clerk of the Privy Council.

The Honourable
The Minister of Agriculture.

REGULATIONS UNDER THE DESTRUCTIVE INSECT AND PEST ACT.

1. 'Inspector' means a person appointed for carrying out the provisions of the Destructive Insect and Pest Act and the Regulations made thereunder.

2. No tree, plant or other vegetation or vegetable matter infested with any of the insects, pests or diseases to which this Act applies, shall be imported into Canada except as hereinafter provided.

3. Nursery stock, including all trees, shrubs, plants, vines, grafts, scions, cuttings or buds which are not hereinafter exempted, entering Canada, shall be imported only through the ports and during the periods respectively hereinafter mentioned, that is to say:—

Vancouver, B.C., from October 1st to May 15th.
Niagara Falls, Ont., from October 1st to May 15th.
Winnipeg, Man., and St. John, N.B., from March 15th to May 15th, and from October 7th to December 7th.

Windsor, Ont., and St. Johns, P.Q., from March 15th to May 15th, and from September 26th to December 7th.

At these points of entry the importations shall be fumigated in the fumigation houses provided for that purpose, and a certificate of fumigation will be issued, without which no stock may be taken out of bond.

Importations by mail shall be subject to the same regulations.

All nursery stock originating in Japan or in any one of the States of Vermont, New Hampshire, Maine, Massachusetts, Connecticut and Rhode Island, six of the United States of America, shall, after fumigation, be subject to inspection as provided by Section 6 of these regulations.

Provided, however, that the following vegetation and florists' stock shall be exempt from fumigation and may be imported at any season of the year and through any port without inspection:—

(*a*) Greenhouse grown plants, including roses in foliage which have been grown in pots up to three inches in diameter but not larger. A certificate that the plants have been grown under glass must accompany the invoice and shall be signed by the consignor.

(*b*) Herbaceous perennials (the stems of which die down in winter), such as perennial phlox, peonies, sunflowers, &c.

(*c*) Herbaceous bedding plants (such as geraniums, verbenas, pansies, &c.

(*d*) Bulbs and tubers (such as hyacinths, lilies, narcissi and other true bulbs, and also the tubers of dahlias, irises, &c.)

(*e*) Cottonwood or Necklace Poplar *(Populus deltoides)* when shipped from and grown in Dakota or Minnesota, two of the United States of America.

4. The port by which it is intended that the nursery stock shall enter shall be clearly stated on each package, and all shipments made in accordance with these regulations will be entirely at the risk of the shippers or consignees, the government assuming no responsibility whatever.

5. All persons importing nursery stock, except such stock as is exempt from fumigation and inspection under section 3 of these regulations, shall give notice to the Dominion Entomologist, Experimental Farm, Ottawa, within five days of despatching the order for the same, and they shall again notify the Dominion Entomologist on the arrival of the shipment in Canada.

Notice shall also be given to the Dominion Entomologist by all transportation companies, Custom House Brokers or other persons importing or bringing into Canada nursery stock that is subject to inspection as hereinafter provided, immediately such a consignment is received by them. Such notice shall include the name of the consignor and the consignee, the points of origin and destination, the name of the company carrying the nursery stock, as well as the nature, quantity and origin of the same.

6. Nursery stock, not including such stock as is exempt under section 3 of these regulations, originating in Europe, shall be imported only through the ports and during the periods specified under section 3 for stock requiring fumigation, with the addition of the ports of Halifax, N.S., Sherbrooke, P.Q., and Montreal, P.Q., through which ports such European stock may enter from September 15th to May 15th. Such European nursery stock, and such other imported vegetation as the Minister may determine, entering Canada, shall be exempt from fumigation, but shall be inspected, either at the port of entry, or at its destination to which it may be allowed to proceed, but in the latter case it must not be unpacked except in the presence of an inspector.

7. If, on inspection, nursery stock or other vegetation or vegetable matter is found to be infested with any of the insects, pests or diseases hereinafter specified, it shall be

destroyed to the extent deemed necessary by the inspector and in his presence. All cases, packages and packing in which such stock has been contained shall also be destroyed in the same manner.

8. Any inspector entering any lands, nursery or other premises where there is reason to believe that any of the insects, pests or diseases hereinafter specified are or may be present, shall give instructions for the treatment or destruction of any tree, bush, crop or other vegetation or vegetable matter or the containers thereof, which may be found or suspected to be infested with any of the insects, pests or diseases hereinafter specified, and such instructions shall be carried out by the owner or lessee of the infected or suspected vegetation, vegetable matter or containers thereof, and such remedial treatment shall be carried out and continued until the insect, pest or disease shall be deemed by the inspector to have been exterminated.

9. Compensation not exceeding two-thirds of the value as assessed by the inspector, of the vegetation or vegetable matter or containers thereof destroyed by the instructions of an inspector, shall be granted by the Governor in Council upon the recommendation of the Minister.

10. It shall be illegal to sell, offer for sale or in any way dispose of or receive any trees, shrubs, or other plants, vegetable matter or portions of the same, if the same are infested with any of the insects, pests or diseases hereinafter specified.

11. The owner, occupier or lessee of any premises or place where any of the insects, pests or diseases specified herein shall be found, shall immediately notify the Minister, and shall also send to him specimens of such insects, pests or diseases.

12. The destructive insects, pests, and diseases to which the said Act shall apply shall include the following:—

The San José Scale *(Aspidiotus perniciosus).*
The Brown-tail Moth *(Euproctis chrysorrhoca).*
The Woolly Aphis *(Schizoneura lanigera).*
The West Indian Peach Scale *(Aulacaspis pentagona).*
The Gypsy Moth *(Porthetria dispar).*
Potato Canker *(Chrysophlyctis endobiotica).*
Parasitic diseases affecting potatoes externally or internally.
Branch or Stem Canker *(Nectria ditissima).*
Gooseberry Mildew *(Sphœrotheca mors-uvæ).*
White Pine Blister Rust *(Peridermium strobi).*

13. The importation of potatoes into Canada from Newfoundland or the Islands of St. Pierre or Miquelon is prohibited.

14. The Minister may, upon special request to that effect, authorize the importation into Canada of any insect, pest or disease herein specified, but for scientific purposes only.

15. The regulations made under the San José Scale Act are repealed.

RETURN

[59]

LONDON, December 5, 1911.

Hon. R. L. BORDEN,
Prime Minister,
Ottawa.

Postmaster General has just communicated to me the gratifying announcement as follows (begins): A strong desire was expressed by Dominion representatives at Imperial Conference for cheaper transmission of press cablegrams between various portions of the Empire. With this desire His Majesty's Government are in cordial sympathy regarding easy communication of information of common interest as of prime importance in strengthening cohesion of Empire. I have been in correspondence with Western Union Telegraph Company of United States in connection with leasing by that company of cables of Anglo-American Telegraph Company and of direct United States Company the cables of Atlantic companies are fully employed during few hours of day but less fully during remaining hours. I am glad to be able announce that in view of this fact the three companies referred to have consented accept press messages which are not of urgent character and which may be postponed to more urgent traffic at one-half of present rates for the present. Deferment may be less but will not be more than nineteen hours reckoned from clock time of acceptance in country of origin to clock time of delivery in country of destination, except that of (if?) cables congested some further delay may be unavoidable. I have also obtained consent Pacific Cable Board and of Australian Government to similar reduction their charges for press messages. This class tariff New Zealand Government already very low and further diminution not asked. Effect will be that rates these deferred press telegrams between United Kingdom on one hand and Canada as well as United States on other, will be two pence half-penny word instead of five pence, as now, and between United Kingdom and Australia and New Zealand rate will be four pence half-penny word instead of nine pence. I am in communication with Commercial Cable Company also on this question. I regret have not yet been able to arrange for similar reduction in cablegrams to and from India and South Africa, but Eastern Telegraph Company has consented carry Australasian cablegrams at reduced rate in event of interruption to Pacific Cable. Service will come into full operation on fifteen instant, but Western Union, Anglo-American and direct United States Companies will be prepared accept press telegrams at reduced rates at their own offices on and from to-morrow. Western Union Company proposes also of its own initiative to establish at once for use of public, system of so called night letters and week end letters between this country and places in Canada and United States. These will be plain language cablegrams carried at largely reduced rates night letter will be delivered on morning of second day after they are handed in. Charge per word will be rather more than quarter usual rate with minimum of six shillings for 20 words or less. Week end letters will be accepted on or before Saturdays for delivery following Tuesdays. Charge per word will be about one-fifth present rate with minimum of six shillings for 20 words or less. On and from 15th instant postoffice will receive these messages and cooperate in forwarding them by post or telegraph according to rules which will be

announced for present press telegrams at reduced rates and the new letter telegrams will be sent by cables of Western Union Company and the two and allied companies already mentioned so far as North America is concerned can only be sent to places on Western Union Company system. I am glad say also that negotiations which have been proceeding for some time with cable companies for reducing by one-half rates for plain language non-urgent cablegrams between United Kingdom, India, the Dominions, the Crown Colonies and the United States have proved successful and the new arrangements will take effect on 1st January next. I anticipate that concurrence of certain foreign Administrations will soon be obtained and that the scheme will shortly be extended to many other parts of the world. Under new regulations of Telegraph Convention use of codes has been largely extended and code telegrams can be sent cheaply. I hope that new tariffs will be of service to senders of press and private messages in plain language which are not of urgent character with respect to which existing rates press heavily (ends).

STRATHCONA.

RETURN

[61]

To an Order of the House of Commons, dated February 27, 1911, showing all statutes, regulations, reports and proceedings in the Courts of the United States or in the Courts of any of the respective States, and all other documents, papers and information of every kind touching or concerning the methods and operations of the meat trusts and other trusts and combines in the United States and touching the results both to the producer and to the combines of such methods and operations, including all departmental proceedings and reports and other proceedings and reports of the Government of the United States or of any department thereof with respect to the matters aforesaid, and in general all available information in respect to the operations of such trusts and combines in the United States.

W. J. ROCHE,
Secretary of State.

Ottawa, January 9, 1912.

Ottawa, December 20, 1911.

Sir,—With reference to your communications of February 27 and November 25, respectively, relating to an Order of the House of Commons, dated February 27, 1911, as enclosed, I have now the honour to forward the information required, in so far as it appears practicable to obtain the same.

You will observe on the four closing pages of the typewritten document accompanying this present letter, a list of 'Reports, papers, documents, &c., accompanying present return.' These various documents, which include many large and bulky volumes, are held in this department, pending your instructions as to their disposition.

I have the honour to be, sir,
Your obedient servant,

F. A. ACLAND,
Deputy Minister of Labour.

The Under Secretary of State,
Department of the Secretary of State,
Ottawa, Ont.

RETURN COMPRISING PAPERS AND INFORMATION OBTAINABLE CONCERNING THE MEAT AND OTHER TRUSTS AND COMBINES IN THE UNITED STATES, AS PREPARED IN THE DEPARTMENT OF LABOUR.

CONTENTS.

Order of the House of Commons of February 27, 1911.

Terms of Communication addressed by the Deputy Minister of Labour to Federal and State authorities in the United States, relative to the foregoing Order.

Memorandum of Replies received to the foregoing.

Text of Replies received from various State authorities.

Bibliography *re* Trusts, Combines, &c., in the United States.

List of volumes containing text of State Anti-Trust Laws and Proceedings thereunder.

Volumes, reports, &c., accompanying present Return:—

Text of Federal Anti-Trust Law of the United States, and reports of proceedings and decisions thereunder.

Reports of the Commissioner of Corporations of the United States relative to alleged Trusts, Combines, &c.

Report of the United States Industrial Commission. Volumes I and XIII.

Report of the Attorney General of the United States, 1910.

By Mr. Meighen:—Order of the House for a Return showing all statutes, regulations, reports and proceedings in the courts of the United States or in the courts of any of the respective States, and all other documents, papers and information of every kind touching or concerning the methods and operations of the meat trust and other trusts and combines in the United States, and touching the results both to the producer and to the consumer of such methods and operations, including all departmental proceedings and reports and other proceedings and reports of the Government of the United States or of any department thereof with respect to the matters aforesaid, and in general all available information in respect to the operations of such trusts and combines in the United States.

Department of Labour, Canada,
Ottawa, March —, 1911.

Sir,—I have the honour to inform you that an Order of the House of Commons of Canada has been issued on February 27 for a Return, in the following terms:

'Order of the House—For a Return showing all statutes, regulations, reports and proceedings in the courts of the United States or in the courts of any of the respective States, and all other documents, papers and information of every kind touching or concerning the methods and operations of the meat trust and other trusts and combines in the United States, and touching the results both to the producer and to the consumer of such methods and operations, including all departmental proceedings and reports and other proceedings and reports of the Government of the United States or of any department thereof with respect to the matters aforesaid, and in general all available information in respect to the operations of such trusts and combines in the United States.'

In connection therewith the Honourable the Minister of Labour has thought that it may be possible to obtain through you some portion of the information desired,

in so far as the same relates to the State of ————, or that you may be in a position to offer a suggestion as to how this department may best procure any available information in relation thereto.

As the Minister of Labour is himself charged with the administration of a statute of the last session of the Dominion Parliament to provide for the investigation of combines, monopolies, trusts and mergers. (c. 9 of 9-10 Edward VII), it is desirable, as far as possible, to obtain duplicate copies of all statutes, reports, proceedings, etc., above referred to, in order that the same may be retained in the Department of Labour for purposes of reference. The Minister of Labour will greatly appreciate any attention which you may give to this matter and any information or suggestions which you may furnish in connection therewith.

In case the terms of the Combines Investigation Act of Canada may be of interest to you, two copies of the same are herewith enclosed. A copy of the March, 1911, number of the *Labour Gazette* is being forwarded under separate cover, in which appears the text of the first Order for the establishment of a Board of Investigation which has been made under the above mentioned statute. The Order in question provides for an inquiry into the existence of an alleged combine in respect of the manufacture and sale of shoemaking machinery, the United Shoe Machinery Company of Canada and various manufacturers of boots and shoes in this country being named in the Judge's Order as being concerned in the said combine.

I have the honour to be, sir,

Your obedient servant,

(Signed.) F. A. ACLAND.
Deputy Minister of Labour.

The Attorney-General of the State of.....

.....

.....

MEMORANDUM.

On being advised of the adoption of the Order of the House of Commons in this matter on February 27 last, letters in the terms hereto attached were addressed from the Department of Labour to the Attorneys-General of the various States of the American Union, asking for the information desired. As a result replies were received from twenty-four (24) States, in the terms hereto attached. No replies were received from the following States:

Connecticut, Arkansas, Delaware, Wyoming, Tennessee, Alabama, Georgia, Rhode Island, Indiana, Missouri, Nevada, Maryland, Kentucky, Mississippi, Louisiana, New Hampshire, Iowa, New Jersey, Nebraska, North Carolina, South Dakota, Michigan.

STATE OF OREGON BUREAU OF LABOUR,
SALEM, April 6, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

MY DEAR SIR,—Your letter addressed to the Attorney General of the State of Oregon, has been referred to this office, and in response will state that as soon as my last biennial report, now in the hands of the printer, is ready for distribution, a copy will be forwarded to you.

Your very respectfully,

(Signed) O. P. HOFF,
Commissioner.

STATE OF OREGON LEGAL DEPARTMENT,
SALEM, April 5, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—I have handed your of the 30th ultimo to Hon. O. P. Hoff, Labour Commissioner of this state, with the request that he furnish you the information desired, and you will, no doubt, hear from him in due course.

If I can be of any further service, command me.

Very respectfully yours,
(Signed) A. M. CRAWFORD,
Attorney General.

LIBRARY OF CONGRESS,
WASHINGTON, OFFICE OF THE LIBRARIAN, April 8, 1911.

SIR,—On receipt of your letter dated March 31, 1911, referring to trusts in the United States, a copy of the Library of Congress, 'List of books (with references to periodicals) relating to Trusts, 1907,' was sent to your address. On pages 13-15 and 44-45 you will find lists of United States Government publications on this subject. All of these have been supplied to the Library of Parliament through international exchange and may be consulted there. None of this material is now at the disposal of the Library of Congress. We can, however, supply two publications which may be of service to you, namely:—

Civil and Criminal cases instituted under the Sherman Anti-trust Law, 1908.
Federal Anti-trust Decisions, 1890-1906 (2 vols.).

A copy of each of these documents is sent to you to-day under separate cover.

The Bureau of Corporations has, since its establishment, been engaged in investigations of various trusts and if you will communicate directly with the Commissioner of Corporations, Department of Commerce and Labour, Washington, D.C., it is probable that he can furnish a set of the publications of that bureau. This includes a special report on the beef industry.

The Attorney-General of the United States institutes cases for the United States under the Sherman Anti-trust law of 1890, and may be able to supply copies of the printed briefs prepared in the trust cases recently argued before the Supreme Court. The text of the Sherman Act, issued separately, may be obtained from the same source.

The United States Supreme Court reports are not published by the Government but by the Banks Law Publishing Company, 21 Murray street, New York city, and are sold at $2 a volume. It is probable, however, that these volumes are available in the Library of Parliament.

Volumes 1, 2, 13, 18 and 19 of the reports of the Industrial Commission, which contain material relating to trusts, are not now at the disposal of any bureau or department for free distribution. They can only be obtained by purchase from the Superintendent of Documents, Government Printing Office, Washington, D.C., at the following prices: Vol. 1, $1; vol. 2, 50 cents; vol. 13, $1; vol. 18, 30 cents; vol. 19, $1 (all bound in cloth). In the set supplied to the Library of Parliament, these appear as volumes of the Congressional Documents, namely: 56th Congress, 1st session, House Documents, vols. 93 and 94; 57th Congress, 1st session, House Documents, vols. 76, 81 and 82 (Serial Nos. 3990, 3991, 4343, 4348 and 4349).

Very respectfully,
(Signed) HERBERT PUTNAM,
Librarian of Congress.

The Honourable
Deputy Minister of Labour,
Ottawa, Canada.

DEPARTMENT OF JUSTICE,
WASHINGTON, June 1, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

SIR,—Pursuant to your request of the 17th ultimo, I have the honour to send you herewith, for the use of the Honourable the Minister of Labour, two copies of the decision of the Supreme Court of the United States in the case against the American Tobacco Company.

Very respectfully yours,
For the Attorney General,

(Signed) J. A. FOWLER,
Assistant to the Attorney General.

DEPARTMENT OF JUSTICE,
WASHINGTON, May 29, 1911.

Hon F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

SIR,—On May 19, 1911, this department had the pleasure of forwarding you, in response to your request of May 19, copies of the opinion recently handed down by the Supreme Court of the United States in the case against the Standard Oil Company, which you stated the Honourable the Minister of Labour desired for presentation to the Parliament of Canada.

The department has just received copies of the dissenting opinion of Justice Harlan of the United States Supreme Court in the same case, and I have the honour to enclose herewith two copies of this opinion, which may be of interest to the Honourable the Minister of Labour in connection with the first above-mentioned opinion,

Very respectfully yours,
For the Attorney General,

(Signed) W. R. HARR,
Assistant Attorney General.

DEPARTMENT OF JUSTICE,
WASHINGTON, March 10, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

SIR,—Replying further to your letter of the 4th instant, I have the honour to send you under separate cover various briefs and petitions in equity and indictments which have been prepared under our Sherman Anti-Trust Act, and which may be of interest to you.

The report of the Attorney General for the year 1910 is also being sent you, and your attention is directed to pages 1 to 6, which contain a list of the important pending cases under this law. Since the date of this report, the following suits have been instituted:—

United States *v.* Standard Sanitary Manufacturing Company, *et al.* Criminal suit.

United States *v.* Hamburg-Amerikanische Packet-Fahrt-Actien-Gesellsschaft, *et al.*

United States *v.* American Sugar Refining Co., *et al.*
United States *v.* General Electric Co., *et al.*

The Government papers in these four cases are being sent to you.

I am also sending you two volumes of decisions under this Act. Since these volumes were printed, however, a large number of cases have been decided.

A list of the material which is being sent you is attached hereto.

Respectfully,
For the Attorney General,
(Signed) WM. S. KENYON.
Assistant to the Attorney General.

March 10, 1911.

1. The Sherman Anti-Trust Law, with Amendments, &c. Published January 1, 1906.
2. Federal Anti-Trust Decisions, vols. 1 and 11.
3. Report of the Attorney General, 1910.
4. Printed list of civil and criminal cases instituted by the United States under the Sherman Anti-Trust Law of July 2, 1890, and the Act to regulate Commerce, &c. Published October 1, 1908.
5. Brief for the United States, in two volumes, in the Standard Oil case.
6. Copy of petition in the Tobacco case.
7. Petition in U.S. *v.* The Reading Co., *et al.*
8. Petition in U.S. *v.* The Union Pacific Railroad Co., *et al.*
9. Petition in U.S. *v.* Standard Sanitary Manufacturing Co., *et al.* (so-called bath tub trust).
10. Indictments in U.S. *v.* Standard Sanitary Manufacturing Co., *et al.* (The defendants in the latter two cases are the same. The indictments were founded on the evidence obtained in the civil suit.)
11. Indictment in U.S. *v.* Patten, *et al.* Cotton Pool case.
12. Petition in U.S. *v.* National Packing Co., *et al.*
13. Indictments in U.S. *v.* Louis F. Swift, *et al.* Beef Trust.
14. Indictments in U.S. *v.* John Reardon & Sons Co., &c., Ferdinand Sulzberger and Horatio W. Heath; and Horatio W. Heath and Cyrus S. Hapgood. These indictments relate to the rendering part of the beef business.
15. Petition in U.S. *v.* Great Lakes Towing Co., *et al.*
16. Brief for the Government in U.S. *v.* E.I. du Pont de Nemours & Co., *et al.*, 2 vols. Powder Trust.
17. Petition in U.S. *v.* American Sugar Refining Co., and others. Sugar Trust.
18. Petition in U.S. *v.* Hamburg-Amerikanische Packet-Fahrt-Actien-Gesellschaft, *et al.*
19. Petition in U.S. *v.* General Electric Company, *et al.* Electrical Trust.
20. Special Message of the President of the United States, transmitted to Congress January 7, 1910, relating to Interstate Commerce and Anti-Trust Laws.

DEPARTMENT OF JUSTICE,
OFFICE OF THE ATTORNEY GENERAL,
WASHINGTON, D.C., March 8, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

SIR,—I have the honour to acknowledge receipt of your favour of 4th instant, with its enclosures, and to advise you that I will take great pleasure in collecting, for

transmission to you, such information as may be at the disposal of this department which is of such character that it can be furnished to you.

I have the honour to be, sir,

Your obedient servant,

(Signed) GEO. W. WICKERSHAM,
Attorney General.

DEPARTMENT OF COMMERCE AND LABOUR,
BUREAU OF CORPORATIONS,
WASHINGTON, April 3, 1911.

DEAR SIR,—Your letter of the 31st ultimo was received, stating that you would like to obtain copies of volume 1 and volume 13 of the Report of the Industrial Commission of 1910.

I regret to say that this Commission having gone out of existence, the report is somewhat difficult to obtain, and, if gotten at all, must be purchased. I believe that the best method is for you to write direct to the Superintendent of Documents, Government Printing Office, Washington, D.C., and ask him if he has these volumes, and what their price is. I learn informally to-day that he probably has these two volumes for sale, and I would be glad to get them for you myself, but considerable delay and formality will be avoided if you write direct to the Superintendent of Documents for them.

Very respectfully,

(Signed) HERBERT KNOX SMITH,
Commissioner.

HON. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEPARTMENT OF COMMERCE AND LABOUR,
BUREAU OF CORPORATIONS,
WASHINGTON, March 23, 1911.

DEAR SIR,—Allow me to acknowledge receipt of your letter of the 4th instant, requesting information in regard to 'the methods and operations of the meat trust and other trust and combines in the United States.'

I am sending you under separate cover one copy each of all the reports published by this Bureau relating to the said subject-matter, as follows:—

Report on the Beef Industry.

Report on the Transportation of Petroleum.

Report on the Petroleum Industry, Parts I and II.

Report on the Tobacco Industry, Part 1.

Summary of the Report on the Lumber Industry, Part 1. (The full body of this report has not yet been completed for distribution, but if you desire I should be glad to put your name on the mailing list to receive a copy of it as soon as it is ready.)

Statement of the Commissioner regarding certain allegations of the Standard Oil Company.

Pamphlet containing, on pages 32-35, copies of the so-called Sherman Anti-Trust Law and of the anti-trust section of the so-called 'Wilson Tariff Act', and also (p. 37) copy of the Act creating the Bureau of Corporations. (You will also notice throughout this compilation certain other minor legislation on this subject in addition to the 'Act to Regulate Commerce', which covers pages 3 to 31, and simply applies to railroads, and furthermore has been very materially amended since this publication was made).

Annual Reports of the Commissioner of Corporations 1904 to 1910. (These reports give very briefly a useful survey of the corporate and trust problems).

Other sources of information, not in this Bureau, may be suggested as follows:

The Department of Justice has published two large volumes of 'Federal Anti-Trust Decisions,' which is perhaps the most comprehensive collection of these decisions obtainable. I am not sure whether these are for public distribution or not, but I would suggest that you make application to the Attorney General, Washington, D.C., where they can be obtained if anywhere.

Senate Document No. 78, 61st Congress, 1st Session: Prices of Tobacco. This document was not printed by this Bureau, although the material was all furnished by the Bureau. I happen, however, to have a few extra copies, and send one under separate cover.

I would also suggest that you request the Attorney General at Washington to furnish you with the pleadings, briefs, opinions, and (if available) the record of evidence in the two most recent important cases, already tried in the lower courts and pending now in the Supreme Court, under the Sherman Law, to wit, United States *v.* Standard Oil Company and United States *v.* American Tobacco Company. The record of evidence in these two cases, especially in the Standard Oil case, is very voluminous, and if you can secure a copy of the Government briefs, where that evidence is summed up at considerable length, my opinion is that it would serve your purpose fully as well if not better than the complete record of the evidence. My recollection is that the evidence in the Standard Oil case covered some ten thousand pages.

As to information in regard to the proceedings and statutes of the various States, I regret to say that I am unable to serve you here, except to suggest that you apply to the secretaries of states of such respective states as may particularly occur to you. So far as the State anti-trust statutes are concerned, those could be gotten from any convenient law library where the statutes of the various States of the United States are kept up to date. In fact, the majority of State anti-trust legislation is now at least eight or ten years old, so that the collection would not have to be up to date in order to furnish most of this legislation.

I particularly suggest, however, that application be made to the Secretaries of state of the States of Texas, Missouri, and Kentucky, where certain important anti-trust prosecutions have been carried on, notably in relation to the Standard Oil Company and the International Harvester Company. Possibly copies of these proceedings could be obtained from the respective secretaries of these States. The proper address would be: Secretary of State, Jefferson City, Mo.; Frankfort, Ky.; and Austin, Tex.

As to the reports of this Bureau which I have already referred to, allow me to suggest that, while they appear very voluminous, an excellent idea can be readily gotten of their contents by reading the 'Letter of Submittal' that appears at the beginning of each report, covering usually five to ten pages, which letter is intended to give the important facts and conclusions of the entire volume.

If on receipt of this letter any further line occurs to you wherein I may be of service, I shall regard it as a favour if you will advise me of it.

Let me also thank you for your courtesy in enclosing the three copies of the so-called 'Combines Act of Canada,' which I am glad to have. I was also interested to learn the facts as to the establishment of the first Board of Investigation in connection with the United Shoe Machinery Company of Canada.

I have the honour to be,
Very respectfully,

(Signed) HERBERT KNOX SMITH,
Commissioner.

Hon. F. A. Acland,
Deputy Minister of Labour,
Ottawa, Canada.

STATE OF SOUTH CAROLINA,
ATTORNEY GENERAL'S OFFICE,
COLUMBIA, April 22, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—Your communication of the 22nd ult., is at hand, and in compliance with the request contained therein I am sending under separate cover a volume containing an Act to prohibit pools, trusts, monopolies, and conspiracies to control business, the prices of articles, etc., which will be found on page 1057. On page 1061 you will find an Act providing a procedure to enable the Attorney General to secure testimony in relation to the violation of the Act above referred to. You will also find enclosed a copy of a special report to the General Assembly in the case of the State of South Carolina *v.* Southern Railway, *et al.*

Two copies of the Act to provide for the investigation of the combines, monopolies, trusts, and mergers were duly received, for which please accept my thanks.

I shall be pleased to give you any further information in my possession on the subject that you may desire.

Yours very truly,

(Signed) J. FRASER LYON,
Attorney General.

DEPARTMENT OF STATE.
STATE OF TEXAS,
AUSTIN, June 10, 1911.

Mr. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—Complying with your request of some days ago, I enclose you under separate cover pamphlet copy of the anti-trust laws of this State.

Yours very truly,

(Signed) C. C. McDONALD,
Secretary of State.

THOMAS NELSON & SONS,
381-385 FOURTH AVENUE (CORNER 27TH STREET),
NEW YORK, April 10, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—We are sending you, under separate cover, as requested, a bibliography of 'Trusts and Combines in the United States.' The government report, &c., can be obtained on application to the proper department (as noted in our bibliography) at Washington, D.C.

We shall be obliged if you will acknowledge receipt of this matter.

Very truly yours,

THOMAS NELSON & SONS.
A. B. H.

(Copy.)

STATE OF OHIO,
OFFICE OF THE ATTORNEY GENERAL,
COLUMBUS, OHIO, March 23, 1911.

Hon F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—I beg to acknowledge receipt of your letter of March 20, in which you quote an order of the House of Commons of Canada requiring the Minister of Labour to submit certain information touching and concerning the methods and operations of the meat trust and other trusts and combines in the United States and stating in connection therewith, that the Honourable the Minister of Labour desires that I furnish such portion of the information desired as relates to the State of Ohio, or offer a suggestion as to how the Department of Labour may secure available information in relation thereto.

I am unable to furnish any information as to the methods and operations of the meat trust, so called, of this State. A legislative investigation of the prices of foodstuffs was conducted about a year ago and a report made to the General Assembly. I do not know that this report is published separately, but if it is, you may obtain a copy of it by applying to the State Librarian, Columbus, Ohio.

So far as the methods and operations of other trusts or combines, so called, are concerned I feel unable to give you in succinct and intelligible form any general ideas on the subject. If the information desired relates to the form of business organization which has been adopted in individual cases I can only say that it varies from holding companies on the one hand to out and out purchases of plans and tangible assets on the other. Many questions of law under the statute and common law are presented by the various forms of corporate organization which have been adopted, and most of these questions are as yet unsettled in this State. I may refer you, however, to the following cases:—

Standard Oil Company *vs.* State	49 O. S. 137
Salt Company *vs.* Guthrie	35 O. S. 666
Emery *vs.* Candle Company	47 O. S. 320
Jackson *vs.* Brick Association	53 O. S. 303
State *vs.* Buckeye Pipe Line Co	61 O. S. 523
Gage *vs.* State	72 O. S. 210

These cases will be found in the Ohio State Reports which I assume are available in your law libraries.

The statute under which prosecutions and proceedings mentioned in the last cases above cited is as follows:—

GENERAL CODE OF OHIO.

Section 6390. The word 'person' or 'persons' as used in this chapter includes corporations, partnerships and associations existing under or authorized by any state or territory of the United States, or a foreign country.

Section 6391. A trust is a combination of capital, skill or acts by two or more persons, firms, partnerships, corporations or associations of persons, for any or all of the following purposes:—

1. To create or carry out restrictions in trade or commerce.
2. To limit or reduce the production or increase, or reduce the price of merchandise or a commodity.
3. To prevent competition in manufacturing, making, transportation, sale or purchase of merchandise, produce or a commodity.

4. To fix at a standard figure, whereby its price to the public or consumer is in any manner controlled or established, an article or commodity of merchandise, produce or commerce intended for sale, barter, use or consumption in this State.

5. To make, enter into, execute or carry out contracts, obligations or agreements of any kind or description, by which they bind or have bound themselves not to sell, dispose of or transport an article or commodity, or an article of trade, use, merchandise, commerce or consumption below a common standard figure or fixed value, or by which they agree in any manner to keep the price of such article, commodity or transportation at a fixed or graduated figure, or by which they shall in any manner establish or settle the price of an article, commodity or transportation between them or themselves and others, so as directly or indirectly to preclude a free and unrestricted competition among themselves, purchasers or consumers in the sale or transportation of such article or commodity, or by which they agree to pool, combine or directly or indirectly unite any interests, which they have connected with the sale or transportation of such article or commodity, that its price might in any manner be affected. Such trust as is defined herein is unlawful, against public policy and void.

"Section 6392. It shall not be lawful for a person, partnership, association or corporation, or an agent thereof, to issue or own trust certificates, or for a person, partnership, association or corporation, or an agent, officer or employee thereof, or a director or stockholder of a corporation, to enter into a combination, contract or agreement with any person or persons, corporation or corporations, or a stockholder or director thereof, the purpose and effect of which is to place the management or control of such combination or combinations, or the manufactured product thereof, in the hands of a trustee or trustees with the intent to limit or fix the price or lessen the production and sale of an article of commerce, use or consumption, or to prevent, restrict or diminish the manufacture or output of such article.

"Section 6393. A contract or agreement in violation of any provision of this chapter is void and not enforceable either in law or equity.

"Section 6394. A foreign corporation or foreign association exercising any of the powers, franchises or functions of a corporation in this state, violating any provision of this chapter shall not have the right of and be prohibited from, doing any business in this state. The attorney-general shall enforce this provision by proceedings in quo warranto in the supreme court, or the circuit court of the county in which the defendant resides or does business, or by injunction or otherwise. The secretary of state shall revoke the certificate of such corporation or association theretofore authorized by him to do business in this state.

"Section 6395. A person, firm, partnership, corporation or association violating any provision of this chapter shall forfeit and pay the sum of fifty dollars for each day that such violation is committed or continued after due notice given by the attorney-general or a prosecuting attorney. Such sum may be recovered in the name of the state in any county where the offence is committed or where any of the offenders reside; and the attorney-general, or the prosecuting attorney of any county upon the order of the attorney-general, shall prosecute for the recovery thereof. When such action is prosecuted by the attorney-general against a corporation or association, he may begin it in the circuit court of the county in which the defendant resides or does business.

"Section 6396. A violation of any or all of the provisions of this chapter is a conspiracy against trade, and a person engaged in such conspiracy or taking part therein, or aiding or advising in its commission, or, as principal, manager, director, agent, servant or employer, or in any other capacity knowingly carrying out any of the stipulations, purposes, prices or rates, or furnishing any information to assist in carrying out such purposes, or orders thereunder, or in pursuance thereof, or in any manner violating a provision of this chapter, shall be fined not less than fifty nor

more than five thousand dollars or imprisoned not less than six months nor more than one year, or both. Each day's violation of this provision shall constitute a separate offense.

"Section 6397. In addition to the civil and criminal penalties provided in this chapter, the person injured in his business or property by another person, or by a corporation, association or partnership, by reason of anything forbidden or declared to be unlawful in this chapter, may sue therefor in any court having jurisdiction thereof in the county where the defendant or his agent resides or is found, or where a service may be obtained, without respect to the amount in controversy, and recover twofold the damages sustained by him and his costs of suit. When it appears to the court, before which a proceeding under this chapter is pending, and the ends of justice require other parties to be brought before such court, the court may cause them to made parties defendant and summoned whether they reside in the county where such action is pending or not.

"Section 6398. In an indictment for an offense provided for in this chapter, it is sufficient to state the purpose or effects of the trust or combination, and that the accused is a member thereof, or acted with or in pursuance of it or aided or assisted in carrying out its purposes, without giving its name or description, or how, when and where it was created.

"Section 6399. In prosecutions under this chapter, it shall be sufficient to prove that a trust or combination as defined herein, exists, and that the defendant belonged to it, or acted for or connection with it, without proving all the members belonging to it, or proving or producing an article of agreement, or a written instrument on which it may have been based; or that it was evidenced by a written instrument. The character of the trust or combination alleged may be established by proof of its general reputation.

"Section 6400. For a violation of any provision of this chapter by a corporation or association mentioned herein, the Attorney General, or the prosecuting attorney of the proper county, shall institute proper proceedings in a court of competent jurisdiction in any county in the state where such corporation or association exists, does business or has a domicile. When such suit is instituted by the Attorney General in quo warranto, he may also begin a suit in the supreme court of the state, or the circuit court of Franklin county, for the forfeiture of the charter rights, franchises or privileges and powers exercised by such corporation or association, and for its dissolution under the general statutes of this state.

"Section 6401. If a court of record or in vacation a judge thereof, in which is pending a civil, criminal or other action or proceeding brought or prosecuted by the Attorney General or a prosecuting attorney for the violation of any provision of this chapter, or an action or proceeding for a violation of a law, common or statute, against a conspiracy or combination in restraint of trade, so orders, no person shall be excused from attending, testifying or producing books, papers, schedules, contracts, agreements or other documents in obedience to the subpœna or order of such court or a commissioner, referee or master appointed by such court to take testimony, or a notary public or other person authorized by the laws of this state to take depositions, when the order made by such court or judge includes a witness whose deposition is being taken before such notary public or other officer, for the reason that the testimony or evidence required of him may tend to criminate him or subject him to a penalty; but no person shall be prosecuted or subjected to a penalty for or on account of a transaction, matter or thing concerning which he may so testify or produce evidence, documentary or otherwise, before such court, person or officer.

"Section 6402. The provisions of this chapter shall be cumulative of each other, and of all other laws in any manner affecting them."

I hope that the meagre information which I am able to furnish to you will be of service to your department.

Very truly yours,
(Signed) TIMOTHY S. HOGAN,
Attorney General.

STATE OF WASHINGTON,
OFFICE OF ATTORNEY GENERAL,
OLYMPIA, March 30, 1911.

SIR,—Replying to your letter of the 20th instant, we have to advise you that the State of Washington has never undertaken to investigate the question of trusts and monopolies.

Respectfully,
(Signed) W. V. TANNER,
Assistant Attorney General.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

AMERICAN BUREAU OF INDUSTRIAL RESEARCH,
MADISON, WISCONSIN, March 22, 1911.

Room 112 Hist. Lib.
Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

I received yours of the 14th, but have not yet received the copy of the *Labour Gazette* to which you refer. I regret that I am not in position to assist you in obtaining the information desired regarding methods in operation in the trusts and combinations in the United States. I presume you have communicated with the Bureau of Corporations and other parties whom I would naturally suggest to you, and that you will find no difficulty in getting access to official publications. I do not know of any investigations that compare in value and reliability with those published by the Bureau of Corporations. The only qualification lies in the fact that much of the information secured by the Bureau is, I understand, held to be confidential and I do not know how this feature can be overcome except by personal visit on the part of your agents at Washington.

I regret that I cannot be of more service in response to your kind invitation.

Sincerely yours,
(Signed) J. R. COMMONS.
L.

STATE OF NEW YORK,
ATTORNEY GENERAL'S OFFICE,
ALBANY, March 18, 1911.

THOMAS CARMODY,
Attorney General.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—I have received your favour of the 15th inst. requesting information as to the operation of Anti-Trust Laws in this State. Complying with your request, I herewith, in duplicate, make my reply.

The question of the regulation and control of monopolies in this country is largely a matter of Federal jurisdiction for the reason that most of the monopolies and 'trusts' so-called, are engaged in interstate commerce and therefore the only general effective restraint that can be placed upon their operations is through the exercise of the powers of Federal Courts.

We have, however, upon our statute books an Article of General Business Law (Article XXII)) enacted in 1909, which controls this subject so far as it can be controlled with our State jurisdiction. The article is headed 'Monopolies' and includes sections 340 to 346, inclusive, of the law referred to. As amended to date, it is as follows—

Section 340. *Contracts for monopoly illegal and void.*—Every contract, agreement, arrangement or combination whereby a monopoly in the manufacture, production or sale in this State of any article or commodity of common use is or may be created, established or maintained, or whereby competition in this State in the supply or price of any such article or commodity is or may be restrained or prevented, or whereby for the purpose of creating, establishing or maintaining a monopoly within this State of the manufacture, production or sale of any such article or commodity, the free pursuit in this State of any lawful business trade or occupation is or may be restricted or prevented is hereby declared to be against public policy, illegal and void.

Section 341. *Penalty.*—Every person or corporation, or any officer or agent thereof, who shall make or attempt to make or enter into any such contract, agreement, arrangement or combination, or who within this state shall do any act pursuant thereto, or in, toward or for the consummation thereof, wherever the same may have been made, is guilty of a misdemeanor, and on conviction thereof shall, if a natural person, be punished by a fine not exceeding five thousand dollars, or by imprisonment for not longer than one year, or by both such fine and imprisonment; and if a corporation, by a fine of not exceeding twenty thousand dollars. An indictment based on a violation of any of the provisions of this section must be found within two years after its commission. (Amended by L.1910, ch 633, in effect Sept. 1, 1910.)

Section 342. *Action to restrain and prevent.*—The attorney-general may bring an action in the name and in behalf of the people of the state against any person, trustee, director, manager or other officer or agent of a corporation, or against a corporation, foreign or domestic, to restrain and prevent the doing in this state of any act herein declared to be illegal, or any act in, toward or for the making or consummation of any contract, agreement, arrangement or combination herein prohibited, wherever the same may have been made.

Section 343. *Procedure; application for order.*—Whenever the attorney-general has determined to commence an action or proceeding under this article, he may present to any justice of the supreme court, before beginning such action or proceeding, an application in writing, for an order directing the persons mentioned in the application to appear before a justice of the supreme court, or a referee designated in such order, and answer such questions as may be put to them or to any of them, and produce such papers, documents and books concerning any alleged illegal contract, arrangement, agreement or combination in violation of this article; and it shall be the duty of the justice of the supreme court, to whom such application for the order is made, to grant such application. The application for such order made by the attorney-general may simply show upon his information and belief that the testimony of such person is material and necessary. The provisions of the code of civil procedure, chapter nine, title three, article one, relating to the application for an order for the examination of witnesesses before the commencement of an action and the method of proceeding on such examinations, shall not apply except as herein prescribed. The order shall

be granted by the justice of the supreme court to whom the application has been made, with such preliminary injunction or stay as may appear to such justice to be proper and expedient, and shall specify the time when and place where the witnesses are required to appear, and such examination shall be held either in the City of Albany, or in the judicial district in which the witness resides, or in which the principal office within the state, of the corporation affected, is located. The justice or referee may adjourn such examination from to time and witnesses must attend accordingly. The testimony of each witness must be subscribed by him, and all must be filed in the office of the clerk of the county in which such order for examination is filed.

Section 344. *Order for examination.*—The order for such examination must be signed by the justice making it, and the service of a copy thereof, with an indorsement by the attorney-general, signed by him, to the effect that the person named therein is required to appear and be examined at the time and place, and before the justice or referee specified in such indorsement, shall be sufficient notice for the attendance of witnesses. Such indorsement may contain a clause requiring such person to produce on such examination all books, papers and documents in his possession, or under his control, relating to the subject of such examination. The order shall be served upon the person named in the indorsement aforesaid, by showing him the original order, and delivering to and leaving with him, at the same time, a copy thereof indorsed as above provided, and by paying or tendering to him the fee allowed by the law to witnesses subpœnaed to attend trials of civil actions in a court of record in this state.

Section 345. *No person excused from answering.*—No person shall be excused from attending and testifying, or from producing any books, papers or other documents before any court, magistrate or referee, upon any investigation, proceeding or trial, pursuant to or for a violation of any of the provisions of this article, upon the ground or for the reason that the testimony or evidence, documentary or otherwise, required of him may tend to convict him of a crime or subject him to a penalty or forfeiture; but no person shall be prosecuted or subjected to any penalty or forfeiture, for or on account of any transaction, matter or thing concerning which he may so testify, or produce evidence, documentary or otherwise. And no testimony so given or produced shall be received against him upon any criminal investigation, proceeding or trial. (Amended by L. 1910, ch. 394, in effect June 6, 1910.)

Section 346. *Powers of referee.*—A referee appointed as provided in this article possesses all the powers and is subject to all the duties of a referee appointed under section ten hundred and eighteen of the code of civil procedure, so far as practicable, and may punish for contempt a witness duly served as prescribed in this article for non-attendance or refusal to be sworn or to testify or to produce books, papers and documents according to the direction of the indorsement aforesaid, in the same manner, and to the same extent as a referee appointed to hear, try and determine an issue of fact or of law.

This article was a re-enactment of Chapter 690 of the Laws of 1899 entitled: 'An Act to prevent monopolies in articles or commodities of common use, and to prohibit restraints of trade and commerce, providing penalties for violations of the provisions of this Act, and procedure to enable the attorney-general to secure testimony in relation thereto.'

The statute of 1899 was quite substantially a re-enactment of the Laws of 1897 which bore the same title as the statute of 1899.

It was held by the Court of Appeals of this State in the matter of Davies, 168 N.Y., 89, 101, that the statute in respect to its object to destroy monopolies in the manufacture, production and sale in this state of commodities in common use, to prevent combinations in restraint of competition in the supply or price of such com-

modities, or in restraint of the free pursuit of any lawful business, trade or occupation, was a codification of the common law upon the subject, and its validity cannot be successfully questioned in view of a long line of authorities.

There have been many actions brought in the courts of this State in which the principles of the common law and the statutes codifying it have been upheld, which are to be found in the reported case of ours courts. Some of them to which I call your attention are as follows:—

People v. *Trequier*, 1 Wheeler Cr. Cas. 142.
People v. *Fisher*, 14 Wend. 9;
Hooker & Woodward v. *Vandewater*, 4 Den. 349,
Stanton v. *Allen*, 5 Den, 434,
Arnot v. *Pittston & Elmira Coal Co.*, 68 N.Y. 558.
Leonard v. *Poole*, 114 N.Y. 371.
People v. *Sheldon*, 139 N.Y. 251.
Judd v. *Harrington*, 139 N.Y. 105.
People v. *Milk Exchange*, 145 N.Y. 267.
Cummings v. *Union Blue Stone Co.*, 164 N.Y. 401.
Cohen v. *Berlin & Jones Envelope Co.*, 166 N.Y. 292.
Matter of Davies, 168 N.Y. 89.
Straus v. *American Publishers Assn.*, 177 N.Y. 473.
People ex rel., *Morse* v. *Nussbaum*, 55 A.D. 245.
People v. *American Ice Co.*, 120 A.D. 234.
Matter of Attorney General, 32 Misc. 1.
Matter of Jackson, 57 Mic. 1.

The case of the People against the American Ice Company, brought by the Attorney General, under the provisions of this Act, to cancel contracts made by the defendant with individual dealers in alleged restraint of trade and to revoke the franchise of the defendant to do business in this State, is now pending in the Courts and an early disposition thereof is expected.

In a criminal action against the same defendant, prosecuted in the city of New York, the defendant was found guilty and fined the sum of five thousand dollars. An appeal from such judgment is now pending.

I think it may be considered as a general principle that prosecutions for this form of violation of law have been generally successful. As to the details in each particular case you may be advised by a reference to the reported cases which I have stated and which must be accessible to your department, as I presume our law reports are contained in the larger libraries of your Dominion.

I desire to thank you for your courtesy in enclosing for me copies of your statute, entitled 'An Act to provide for the investigation of Combines, Monopolies, Trusts and Mergers,' being chapter 9, 9-10 Edward VII.

I wish to congratulate your Parliament on what seems to me to be a full and complete enactment covering the subject.

Yours respectfully,

THOMAS CARMODY,
Attorney General.

By J. A. KELLOGG,
First Deputy.

(Copy.)

THE COMMONWEALTH OF MASSACHUSETTS,
DEPARTMENT OF THE ATTORNEY GENERAL,
BOSTON, March 20, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—I have been directed by the Attorney General of this Commonwealth to acknowledge the receipt of your communication of March 15, enclosing copies of an Act to provide for the investigation of Combines, Monopolies, Trusts and Mergers, and in reply thereto to say that such investigation of the questions referred to in your communication as has been made in the Commonwealth of Massachusetts is embodied in a report of the Commission on the Cost of Living, created by Statutes of 1910, chapter 134, a copy of which I am sending you under another cover. This contains, at page 428, a discussion of the provisions of the Massachusetts Statute against contracts, agreements, arrangements or combinations in restraint of trade, and an opinion upon the present state of the law in this Commonwealth. Most of the questions of this character arise under the Federal Statute, the so-called 'Anti-Trust Act,' and, except as applicable to combinations of railroads, there has been no action in Massachusetts in regard to them. I do not understand that your inquiry extends to statute prohibitive of combinations of railroads which do not directly affect the production, transportation or sale of articles of trade or commerce, and which are only declarative of the public policy of the Commonwealth that there shall be within prescribed limits competition in matters of transportation, but if you desire to include such statutes and the cases which have arisen, I shall be very glad to furnish them to you.

I am, with great respect,
Very truly yours,
(Signed) FREDERIC B. GREENHALGE,
Assistant Attorney General.

STATE OF CALIFORNIA,
OFFICE OF ATTORNEY GENERAL,
SAN FRANCISCO, April 14, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—The Anti-Trust Law of this State can be found in the Statutes of California of 1907, at page 984.

I have no copies of the law for distribution, but presume your law library contains the volume.

Very truly yours,
(Signed) U. S. WEBB,
Attorney General.

FRANKFORT, KENTUCKY.

MY DEAR SIR,—Relative to this letter, I have to advise that you were correct in the first place in addressing your communication to the Attorney General, as this department is not informed on any of the matter therein.

Very respectfully,
BEN. L. BRUNER,
Secretary of State.
(Signed) Per W. R. LYON,
Chief Clerk.

(Copy.)

THE STATE OF MONTANA,
DEPARTMENT OF ATTORNEY GENERAL,
HELENA, March 29, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

MY DEAR SIR,—I acknowledge receipt of your favour of the 21st inst., together with two copies of a recent Act of the House of Commons attempting to regulate trusts and monopolies. I hastily review your Act upon this subject and sincerely hope that same may be found operative and beneficial.

Our constitution, section 20, article XV., in dealing this subject, provides:—

> No incorporation, stock company, person or association of persons in the State of Montana, shall directly, or indirectly, combine or form what is known as a trust, or make any contract with any person, or persons, corporations, or stockholders foreign or domestic through their stockholders, trustees, or in any manner whatever, for the purpose of fixing the price, or regulating the production of any article of commerce, or of the product of the soil, for consumption by the people. The Legislative Assembly shall pass laws for the enforcement thereof by adequate penalties to the extent, if necessary for that purpose, of the forfeiture of their property and franchises, and in the case of foreign corporations prohibiting them from carrying on business in the State.

Our Legislative Assembly attempted to make laws pursuant to said constitutional provision by the enactment of sections 321 to 325, Annotated Codes (1895), but this Act was under consideration by our Supreme Court in the case of State *v.* Cudahy Packing Co., 31 Mont. 648; s. c. 83 Pac. 1118, and in that case was held to be unconstitutional on the ground that exception was attempted to be made of persons engaged in horticulture and agriculture. See also the leading case, and that which was controlling upon our Supreme Court, Conley *v.* Union Sewer Pipe Co., 184 U.S. 539.

Thereafter by chapter 97, Laws of 1909, page 127, our Legislative Assembly again attempted to pass an Act pursuant to Constitutional provisions regulating trusts and monopolies, but since then no proceedings have been instituted under said Act. The principal reasons why proceedings have not been instituted under said Act are that no cases have been presented to the Attorney General, and again the constitutionality of this last Act is also questionable because labour organizations are attempted to be exempted from its operation.

Yours respectfully,

(Signed) ALBERT J. GALEN,
Attorney General.

ANDREW MILLER,
Attorney General.
ALFRED ZUGER,
C. L. YOUNG,
Assistants.

STATE OF NORTH DAKOTA,
OFFICE OF ATTORNEY GENERAL,
BISMARCK, March 25, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—The Attorney General has yours relative to the proposed investigation by your department of trusts, combines, &c., in the United States, in which you ask for suggestions as to how such an investigation might be successfully conducted.

I beg to advise that in this State there is so little evidence of corporate combination or of trust agreements that we have never found it necessary to conduct investigations or to institute criminal prosecutions or other proceedings to control aggregations of wealth. We therefore are not in position to offer you suggestions that would be of service in the duties you are called upon to perform.

Regretting that we cannot assist you, I am,

Very truly yours,

(Signed) C. L. YOUNG,
Assistant Attorney General.

JOHN G. SARGENT,
Attorney General.

STATE OF VERMONT,
ATTORNEY GENERAL'S OFFICE,
MONTPELIER, March 21, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—I am directed by the Attorney General to write you in reply to your letter of March 17, that there are no statutes and have been no proceedings in the courts of this State touching and concerning the methods and operations of the meat trusts or other trust combines in the United States.

I have the honour to be,
Very truly yours,

(Signed) MILDRED BROOKS.
E. P.,
Secretary.

JOHN C. BELL,
Attorney General.
J. E. B. CUNNINGHAM,
Deputy Attorney General.
Assistant Deputy Attorney General.

OFFICE OF THE ATTORNEY GENERAL,
HARRISBURG, March 21, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—I have been directed by the Attorney General to acknowledge receipt of your communication of the 15th inst., in which you request 'information of every kind touching or concerning the methods and operations of the meat trust and other trusts and combines in the United States,' and to say that the same has been referred to the Legislative Reference Bureau, with the request that if it possesses the information you seek, the same be furnished to you.

Very truly yours,

(Signed) H. M. HOKE,
Private Secretary.

STATE OF OHIO,
Bureau of
Immigration, Labour and Statistics.

SAMUEL J. RICH,
Commissioner.

BOISE, IDAHO, March 28, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—Your esteemed favour of the 17th inst., addressed to the Attorney General has been referred to this office for reply.

I will advise that the State of Idaho is so little affected by the operation of the trusts and combines in which you are concerned that anything we might offer you on the subject would be immaterial.

I regret exceedingly that I cannot be of service to you in this matter and hope to be

Very respectfully yours,

S. J. RICH,
Commissioner.

WM. G. CONLEY,
Attorney General.

STATE OF WEST VIRGINIA,
OFFICE OF ATTORNEY GENERAL,
CHARLESTON, March 27, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

SIR,—I have the honour to answer your communication of the 20th, asking for information concerning the Statutes of this State against the unlawful compensation of capital, the trusts, together with the proceedings and results had thereunder; and also enclosing copies of an Act providing for the investigation of combines, monopolies, trusts and mergers, enacted by the Government of Canada, and assented to on the 4th day of May, 1910, for which last, I thank you.

I regret to inform you that we have no well defined statute against trusts and combinations in this State. We have legislation against the unlawful combination of railroads, which I apprehend would not be of interest to you. At the session of 1907, a comprehensive Anti-Trust Law was proposed and passed the House of Delegates, but failed of passage in the Senate. It was practically the same as 'The Ballentine Act of the State of Ohio,' which I understand, has been very effective in that State. If you would address the authorities of that State for this Ballentine Act, together with the decisions thereunder, I feel sure you would be interested in the reply. From the Federal authorities at Washington you can obtain a copy of the Elkins Anti-Trust Law of 1891, as you no doubt know.

I regret that I cannot be of service to you. If I can be of any service to you in the future, please command me.

I have the honour to be, sir,
Your obedient servant,

WM. G. CONLEY,
Attorney General.

(Signed) By FRANK SMILY,
Assistant.

OFFICE OF ATTORNEY GENERAL OF VIRGINIA,
RICHMOND, March 24, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—Your favour of March 21st, with enclosures to hand, for which you have my thanks. In reply to your letter I have the honour to reply as follows:—

Section 165 of the Constitution of our State is as follows:—

The General Assembly shall enact laws preventing all trusts, combinations and monopolies, inimical to the public welfare.

From an inspection of the Statutes of our State, however, I have been unable to find that the General Assembly has ever passed any laws relating to monopolies, trusts, &c.

I regret to have to inform you, therefore, that I cannot furnish you with any papers, reports, &c., which will aid you in the investigation you are making.

I have the honour to remain,
Yours very truly,
(Signed) SAMUEL W. WILLIAMS,
Attorney General of Virginia.

(Copy.)

STATE OF UTAH,
LEGAL DEPARTMENT,
SALT LAKE CITY, March 29, 1911.

To the Hon. Deputy Minister of Labour,
Department of Labour,
Ottawa, Canada.

DEAR SIR,—I am in receipt of your favour of the 21st inst.

We do not have pamphlet copies of the little legislation that we do have concerning Pools and Trusts. Enclosed I am sending you a typewritten copy of Title 65, Compiled Laws of Utah, 1907. Also, a typewritten copy of Section 20 of Article 12 of our State Constitution.

I am also enclosing you, under separate cover, a pamphlet copy of the corporation laws of this State.

Very truly yours,
(Signed) A. R. BARNES,
Attorney General of Utah.

ARTICLE XII. OF THE CONSTITUTION.

Sec. 20. (*Trusts and Combinations prohibited.*)—Any combination by individuals, corporations, or associations, having for its object or effect the controlling of the price of any products of the soil or of any article of manufacture or commerce or the cost of exchange or transportation is prohibited, and hereby declared unlawful, and against public policy. The Legislature shall pass laws for the enforcement of this section by adequate penalties, and in case of incorporated companies, if necessary for that purpose, it may declare a forfeiture of their franchise.

TITLE 65—POOLS AND TRUSTS.

CHAPTER 1.

GENERAL PROVISIONS.

1752. *Unlawful Combination.*—Any combination by persons having for its object or effect the controlling of the prices of any professional services, any products of the

soil, any article of manufacture or commerce, or the cost of exchange or transportation, is prohibited and declared unlawful.

1753. *Id. Members Guilty of Conspiracy to Defraud.*—Any person or association of persons, who shall create, enter into, become a member of, or a party to, any pool, trust, agreement, combination, confederation, or understanding with any other person or persons, to regulate or fix the price of any article of merchandise or commodity; or shall enter into, become a member of, or a party to, any pool, trust, agreement, contract, combination, or confederation to fix or limit the amount or quantity of any article, commodity, or merchandise to be manufactured, mined, produced, or sold in this state, shall be deemed and adjudged guilty of a conspiracy to defraud, and be subject to punishment as hereinafter provided.

1754. *Trusts Declared Unlawful.*—It shall not be lawful for any corporation to issue or to own trust certificates; or for any corporation, agent, officer, or employee, or the directors or stockholders of any corporation, to enter into any combination, contract, or agreement with any person or persons, the purpose or effect of which combination, contract, or agreement shall be to place the management or control of such combination or combinations, or the manufactured products thereof, in the hand of any trustee or trustees, with the intent to limit or fix the price, or lessen the production and sale of any article of commerce, use, or consumption, or to prevent, restrict, or diminish the manufacture or output of any such article, or to monopolize any part of the trade or commerce within this state.

1755. *Penalties. Firms and Corporations.*—If a corporation, a company, a firm, or association shall be found guilty of a violation of any provision of this title, it shall be punished by a fine in any sum not less than $100 nor more than $2,000 for the first offence; and for the second offence, not less than $500 nor more than $5,000; and for the third offence, not less than $5,000, nor more than $10,000; and for any subsequent offence shall be liable to a fine of $15,000.

1756. *Id. Individuals.*—Any president, manager, director, or other officer, agent, or receiver of any corporation, company, firm, or association, or any member of any company firm or association, or any individual found guilty of a violation of any provision of this title, may be punished by a fine of not less than $100 nor more than $1,000, or by confinement in the county jail not more than one year, or by both, in the discretion of the court before which such conviction may have been had.

1757. *Unlawful Contracts Void.*—Any contract or agreement in violation of any provision of this title shall be absolutely void.

1758. *Corporate Franchise Forfeited.*—Any corporation organized or existing under the laws of this state that shall violate any provision of this title shall thereby forfeit its corporate rights and franchises, and its corporate existence shall thereupon cease and determine.

1759. *Id. Notice to Corporation.*—It shall be the duty of the secretary of state, upon satisfactory evidence that any corporation or association of persons, incorporated or operating under the laws of this state, has entered into any trust, combination, or association as mentioned in the preceding provisions of this title, to give notice to such corporation that unless it withdraws from and severs all business connections with said trust, combination, or association, its corporate right and franchise will be revoked at the expiration of thirty days from the date of such notice.

1760. *If. Attorney General to Bring Action, When.*—At the expiration of thirty days, if such withdrawal or severance be not theretofore made, the secretary of state shall cause a certified statement of the facts to be filed in the office of the attorney general of the state, who shall commence, or direct any county attorney in the state to commence, an action, in any district court of the state of competent jurisdiction, to forfeit and revoke the corporate rights and franchises of such corporations. On the final decision of the same, should the defendant be found guilty of a violation of

any of the provisions of this title, the court shall render judgment that the charter, corporate rights, and franchises of such corporation be revoked, and the secretary of state shall thereupon make publication of such revocation in four newspapers in general circulation in four of the largest cities of the state.

1761. *Guilty Person Liable for Treble Damages.*—In case any person or persons shall do, cause to be done, or permit to be done, any act, matter, or thing in this title prohibited or declared to be unlawful, such person or persons shall be liable to the person or persons injured thereby for treble the amount of damages sustained in consequence of any such violation.

1762. *'Person' includes 'Corporation.'*—The words 'person' or 'persons' whenever used in this title, shall be deemed to include corporations, companies, and associations, existing under or authorized by the laws of either the United States, or any of the territories, any state, or any foreign country.

CHAPTER 2.

UNJUST DISCRIMINATION AGAINST NEWSPAPERS.

1762x. *Discrimination in Vending News Prohibited.*—All persons, all associations of persons, and all corporations engaged in the business of buying, gathering, or accumulating information or news for publication, and vending, supplying, distributing, or disseminating the same for publication, either to their members or otherwise, shall be deemed to be engaged in a business upon which a public interest is ingrafted, and shall make no distinction with respect to newspaper publishers desiring to purchase such news or information for publication.

1762x1. *Unlawful to Discriminate.*—It shall be unlawful for any person, association of persons, or corporations engaged in gathering and furnishing news for publication to make any discrimination or distinction with respect to a person or corporation engaged in publishing a newspaper.

1762x2. *Combinations Prohibited.*—Any combination by persons having for its object or effect the controlling of information or news gathered or accumulated for distribution and publication shall be deemed a trust, and hostile to the public welfare, and is prohibited and declared unlawful.

1762x3. *Associations Engaged in Gathering News Must Render Impartial Service.*—All persons, associations of persons, and corporations engaged in the business of gathering and disseminating information or news for publication by their members, or stockholders, or otherwise, shall be deemed to be engaged in a business in which the public is interested, and shall furnish such news to any and all newspapers desiring to publish the same at the same price as charged to the members of said association, or corporation, or stockholders of any such corporation, without discrimination between the members or stockholders and such newspapers desiring to publish such information and news; and shall render equal and impartial service to all publishers of newspapers who shall offer to pay a reasonable price therefor.

1762x4. *Certain Contracts Void.*—Any contract or agreement in violation of the provisions of this chapter, shall be absolutely void and not enforcible either in law or equity.

1762x5. *How Combination Proved.*—In all actions brought under this chapter, it shall be sufficient to prove that a trust or combination as defined herein exists, and that the defendant belonged to it, or acted for or in connection with it, without proving or producing any article of agreement, or any written instrument on which it may have been based, or that it was evidenced by any written instrument at all. The character of the trust or combination alleged may be established by proof of its general reputation as such.

1762x6. *Telephone and Telegraph Companies' Agents. Process, how served.*—All telephone and telegraph companies employed to transmit such information or news shall be deemed to be agents of such persons and corporations, and all legal process may be served by the officers of the law upon such telephone and telegraph companies; and an offer to pay a reasonable price to said telephone or telegraph companies shall be equivalent to an offer to pay the same to the persons or corporations gathering and disseminating such information or news.

1762x7. *Terms defined.*—The words 'person' or 'persons,' wherever used in this chapter, shall be deemed to include corporations, companies, and associations, existing under or authorized by either the laws of the United States, or of any of the territories, any state, or any foreign state.

STATE OF COLORADO,
LEGAL DEPARTMENT,
DENVER, COLORADO, March 22, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Department of Labour,
Ottawa, Canada.

DEAR SIR,—I presume from the fact that your signature is illegible that you are a lawyer, and whether or not I have the name right, I cannot tell. I cannot determine whether it is McLoud or Ackland.

However, I desire to thank you for your favour of March 18th, containing two copies of the Combines Investigation Act of Canada, and shall be glad to receive the March number of the *Labour Gazette,* which you say you will mail to us.

We have no statutes, &c., touching the question of trusts or combines. However, we enclose herewith copy of a brief filed in the case of The Denver Jobbers' Association *et al., vs.* The People of the State of Colorado, in which suit we obtained an injunction prohibiting the defendants from enforcing and carrying out certain combinations, contracts and agreements, which were alleged to be injurious to the people of the State, because they tended to create a monopoly in respect to the necessaries of life and were in restraint of trade. As above stated, we secured an injunction in the court below, and the same is now pending in the Supreme Court of the State. The argument therein made and the cases cited may be of some interest and benefit to you.

There is quite a full statement of the facts and authorities used in this case reported in the *Central Law Journal,* published at St. Louis, Mo., in volume 67, at page 181, entitled 'Trust Busting under the Common Law,' by the writer. We have no copy of this available, or I would gladly send it to you. You may secure a copy, if you think it worth while, by writing to the publishers.

This case was won in the court below and we expect to have the judgment affirmed in the Supreme Court without reference to any statute, but by the principles of the common law.

Trusting this may be of some assistance to you, I remain,

Very truly yours,

BENJAMIN GRIFFITH.
Attorney General.

(Signed) By GEO. D. TALBOT,
Special Counsel.

STATE OF ILLINOIS,
DEPARTMENT OF JUSTICE,
SPRINGFIELD, March 20, 1911.

Hon. Deputy Minister of Labour,
Department of Labour,
Ottawa, Canada.

DEAR SIR,—I have your letter of the 17th instant, in which you request me to furnish your department such information as is within my knowledge relative to a certain order of the House of Commons of Canada, issued on February 27, for a return.

In reply thereto will say there is a statute in this State intended to prevent and prohibit the organization of trusts, pools and combinations to fix the price or limit the amount and quantity of any article produced. (See paragraphs 269*a*-269*j*, chapter 38, Hurd's Revised Statutes, 1909.)

I am unable to furnish you with any documents, papers or information concerning the operation of the meat trusts or other combinations in the United States. These matters have never been investigated by this department and for that reason no information is available.

I desire to express my thanks for copies of the Act which you enclose and a copy of the *Labour Gazette* which you state is to be sent to me, and to express my regret that I am unable to furnish you the information which you desire.

Very respectfully,
(Signed) W. H. STEAD,
Attorney General.

Copy.

Cyrus R. Tupper.
Attorney General.
Augusta, Me.

Charles P. Barnes.
Augusta, Me.

STATE OF MAINE,
OFFICE OF ATTORNEY GENERAL,
AUGUSTA, March 21, 1911.

Deputy Minister of Labour,
Ottawa, Canada.

MY DEAR SIR,—Your of the 17th, relative to trusts received.

I am sending you herewith copy of our statutes relative to same. No proceedings have ever been commenced under this law in any of the courts of this state so far as I am able to learn.

Yours very truly,
(Signed) CYRUS R. TUPPER,
Attorney General.

Copy.

TRUSTS PROHIBITED.

Sec. 53. It shall be unlawful for any firm or incorporated company, or any number of firms or incorporated companies, or any unincorporated company, or association of persons or stockholders, organized for the purpose of manufacturing, producing, refining or mining any article or product, which enters into general use and consumption by the people, to form or organize any trust, or to enter into any combination of firms, incorporated or unincorporated companies, or association of stockholders, or to delegate to any one or more board or boards of trustees or directors the

power to conduct and direct the business of the whole number of firms, corporations, companies or associations which may have formed, or which may propose to form a trust, combination or association inconsistent with the provisions of this section and contrary to public policy.

Sec. 54. No certificate of stock, or other evidence of interest, in any trust, combination or association, as named in the preceding section, shall have legal recognition in any court in this state, and any deed of real estate given by any person, firm or corporation, for the purpose of becoming interested in such trust, combination or association, or any mortgage given by the latter to the seller, as well as all certificates growing out of such transaction, shall be void.

Sec. 55. Any firm, incorporated or unincorporated company, or association of persons or stockholders, who shall enter into or become interested in such trust, combination or association, shall be subject to a fine of not less than five, nor more than ten thousand dollars.

STATE OF FLORIDA,
OFFICE OF THE ATTORNEY GENERAL,
TALLAHASSEE, March 23, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—I am in receipt of your letter of the 17th inst. regarding the trust or anti-trust laws and in reply beg to advise that the State of Florida has no such statutes.

Yours very truly,
(Signed) PARK TRAMMELL.

OFFICE OF THE ATTORNEY GENERAL,
ST. PAUL, May 1, 1911.

Hon. F. A. ACLAND,
Deputy Minister of Labour,
Ottawa, Canada.

DEAR SIR,—Your favour of March 15th was duly received at this office and should have received the courtesy of a more prompt answer.

In extenuation of our seeming lack of courtesy, I would say that at the time of the receipt of your letter our Legislature was in session and we were literally swamped with a large volume of official business which necessarily required our attention.

In answer to the inquiries made in your letter, I beg to advise you that the experience of the State of Minnesota in prosecuting unlawful combinations has been somewhat limited. The statute of this state prohibiting combinations in restraint of trade is to be found in Sections 5168 and 5169 Revised Laws 1905. A statute prohibiting discrimination in the sale of petroleum products was enacted by the legislature of 1907 and is Chapter 269 Session Laws of Minnesota for the year 1907. I assume that you will have access to these statutes in some library and hence am not taking the trouble to copy them for you. These various statutes have been before our Supreme Court in the following cases:

State of Minnesota v. Duluth Board of Trade, 107 Minn. 506; 121 N.W. 395.
State of Minnesota v. Standard Oil Co., 111 Minn. 85.
State of Minnesota v. Creamery Package Mfg. Co., 110 Minn. 415.

Under separate cover I am sending you a copy of the State's brief in the last mentioned case, hoping that possibly the same may be of some value to you.

Very truly,

(Signed) C. LOUIS WEEKS,
Assistant Attorney General.

PENNSYLVANIA STATE LIBRARY, HARRISBURG,
LEGISLATIVE REFERENCE BUREAU, March 24, 1911.

DEAR SIR,—Your communication of March 15, addressed to the Attorney General of the State of Pennsylvania has been referred to this department for answer.

We have taken the matter up and enclose you bibliography of publications in regard to trust and anti-trust legislation in the United States, and also articles concerning trusts in Pennsylvania, to which we have reference in this department. The articles themselves, of course, we cannot take from our shelves, and to copy them would require an immense amount of labour, but from the enclosed bibliography you can secure any of the articles which you desire by getting into communication with the different authors quoted.

Hoping this information will be satisfactory,

I remain,
Very respectfully yours,

(Signed) JAMES N. MOORE,
Director.

To the Deputy Minister of Labour,
Ottawa, Canada.

PUBLICATIONS *IN RE* TRUSTS AND ANTI-TRUST LEGISLATION IN THE UNITED STATES.

Twenty-second Annual Report of the Commissioner of Labour, *in re* Labour Laws of the United States.
Government Printing Office, Washington, D.C.

House Documents, vol. 93. No. 476, Part 1.

Industrial Commission Reports, vol. 1.

Trusts (Preliminary Report).

56th Congress, 1st Session, 1899-1900.
Government Printing Office, Washington, D.C.

House Documents, vol. 76. No. 182.

Industrial Commission Reports, vol. 13.

Trusts and Industrial Combinations (Second Report).

57th Congress, 1st Session, 1901-1902.
Government Printing Office, Washington, D.C.

The Trusts:
What can we do with them?
What can they do for us?
1900. Baker & Taylor Co., N.Y.

Trusts of To-day:—Montague.
Facts relating to their promotion, financial management, and the attempts at State control.
1904. McClure, Phillips & Co., N.Y.

Proceedings of the National Conference on Trusts and Combinations. Under the Auspices of the National Civic Federation. Held at Chicago, October 22-25, 1907.
1908. National Civic Federation, N.Y.

History of The Sherman Law of The United States of America. Walker. 1910. The Equity Press, N.Y.

ARTICLES CONCERNING TRUSTS IN PENNSYLVANIA.

Brandt, M. von.—Der Ausstand der pennsylvanischen Gruben-Arbeiter und die Trustfrage in der Vereinigten Staaten.
Deutsche Rundschau, 29, Jahrgang (Jan., 1903), p. 131-143.

'Jefferson, &c.,' a series of essays originally appeared in the *American Sentinel,* published at Philadelphia & is respectfully adressed to the Legislature of Pennsylvania and the inhabitants of the state in general.
Phil., 1834.

Pennsylvania—Senate—Document. No. 39.
Report of the committee on the judiciary (general) of the Senate of Pennsylvania in relation to the coal difficulties, with accompanying testimony. Read Mar. 24, 1871, (in Pennsylvania Legislative documents, 1871, pp. 1515-1733. Harrisbrug, 1871).

U.S.—50th Congress, 2nd Sess.—House Report. No. 4147.
Investigation of labour troubles in Pennsylvania. Report from the select committee on existing labour troubles in Pennsyvania. Feb. 27, 1889. 783 pp. C.
Includes views of the minority of the committee.

LIST OF BOOKS WITH REFERENCES TO PERIODICALS RELATING TO TRUSTS.

SUPPLEMENTING THE LIST PUBLISHED BY THE LIBRARY OF CONGRESS—1907.

For said list on trusts, apply to Library of Congress, Washington, D.C.)

Books.

Bemis, E. W.—Municipal Monopolies; a collection of papers, by American economists and specialists. c. 1899. (Library of Economics and Politics.)

Brooks, John Graham.—Conflict between Private Monopoly and Good Citizenship. Bost., 1909.

Cooke, F. H.—Law of Combinations, Monopolies, and Labour Unions. Ed. 2. 1909.

Day, J. R.—Raid on Prosperity. 1907.

Gibbons, John.—Tenure and Toil. 1888.

Lewson, John.—Monopoly and Trade; restraint cases, including conspiracy injunctions quo warranto, pleadings and practice and evidence. 1908.

McCable, J. D.—History of the Grange Movement; or The Farmers' War Against Monopolies. c. 1873.

National Conference on Trusts and Combinations. Proceedings. 1907. 1908.

Peters, John P.—Labour and Capital. N.Y. 1902.

Price, W. H.—English Patents of Monopoly. N.Y. 1906.

Roosevelt, Theodore. Roosevelt policy; speeches, letters, etc. N.Y. 1908.

Sexton, J. L.—White Slaves of Monopolies. 1884.

Walker, A. H.—History of Sherman Law of the United States of America. N.Y. 1910.

Willey, F. D.—Education, State Socialism and the Trusts. c. 1900.

Michigan.—Legislative Reference Bureau. Trusts and combinations prohibited; constitutional provisions of the several states compared with the Michigan provisions. (in its Private corporations, 1907, p. 34.)

1900.—List of Anti-Trust Laws. (See Collier, W. M. The Trusts. 1900. App. D. p. 337-338.)

1904.—History of Anti-Trust Legislation. (In Montague, G. H. Trust of to-day, 1904, p. 128-161.)

1904.—History of different Trusts. (See Montague, G. H. Trusts of to-day, 1904, Index, p. 201-219.)

1908.—Principal Trusts in the United States. (In World's Almanac, 1908, p. 306, 312.)

Gives name of Trust; when organized; where organized; Location of main office; Present capitalization with rates of interest and dividends.

1910.—Decisions, opinions and speeches, concerning the Sherman Law. (In Walker, A. H. History of the Sherman Law, 1910, p. 313-320.)

1911.—Prosecution of trusts in the United States. List of cases. (in World's Almanac, 1911, p. 161.)

Magazine Articles.

1907.—Case of monopolies; Some of its results and suggestions. (A review of the cases from the sixteenth century.) Miller, Sidney T. Michigan Law Review, v. pp. 1-24. Nov., 1907

1907.—Contracts in restraint of trade. Hoyles, N. W. Canada Law Times, v. 27, Oct., 1907, p. 673-687

1907.—Labour Unions as monopolies imposing illegal restraints upon trade and commerce. Central Law Journal, v. 65, p. 261-262. Oct., 1907.

1907.—Liability of trusts for private wrongs. Holland, W. M. Chicago Legal News, v. 40, p. 96. Nov., 1907

1907.—National civic federation. (Resolutions recommending legislation (1) permitting agreements between railroads on reasonable rates: (2) providing for a commission which shall consider the subject of business and industrial combinations; (3) requiring publicity of capitalization, accounts, operations, etc., of corporations large enough to have monopolistic influences.) Chicago Legal News, v. 40, p. 87. Oct. 1907.

1907.—Present status of the Northern Securities decision. Brown, David Walter. Columbia Law Review, v. 7, p. 582-588. Dec. 1907.

1907.—The Standard Oil fine. Wilgus, H. M. Michigan Law Review, v. 6, p. 118-135. Dec. 1907.

1907.—Uniformity of legislation. (Commenting favourably on the efforts of the 'Commissioners on uniform laws,' to secure uniformity in law of Negotiable instruments and of Partnership, but decrying the plan to secure national law of insurance and trusts, pointing out that the rights of States are being encroached upon.) Hart, W. O. Albany Law Journal, v. 69, p. 369-375. Dec. 1907.

1907.—What should be the ideals and the structure of the new corporation? Grosscup, Peter, S. Chicago Legal News, v. 40, p. 120-121. Nov. 1907.

1908.—Amendment of the Sherman Anti-trust Law. Marburg, Theodore. Annals of the American Academy of Political and Social Science, v. 31, p. 34-42. May, 1908.

1908.—Anti-trust Act, and the Boycott. Legal Intelligencer, v. 65, p. 88, Feb. 7, 1908.

1908.—Anti-trust Law as applied to Labour Cases. University of Pennsylvania Law Review, v. 56, p. 339-341. May, 1908.

1908.—Boycott as Combination in restraint of Trade under the Anti-trust Act. Yale Law Journal, v. 17, p. 616-618. June, 1908.

1908.—Boycotting Inter-state Commerce. Case and Comment, v. 14, p. 154-155, Apr., 1908.

1908.—Case of Bigelow *v.* Calumet and Hecla Mining Company *et al.* Reviewed by B. H. Michigan Law Review, v. 6, p. 480-487. Apr., 1908.

1908. Charles River Bridge Case. Warren, Charles. Green Bag, v. 20, p. 284-296. June, 1908. Green Bag, v. 20, p. 346-354. July, 1908.

1908.—Combinations in restraint of Trade. Ruppenthal, C. Kansas Law, v. 15, p. 58-67. Oct., 1908.

1908.—Competition against Combination. Law Notes, v. 12, p. 161-162. Dec., 1908.

1908.—Constitution and our Currency. From Bankers' Monthly. Milliken, R. C. National Corporation Reporter, v. 36, p. 909. Aug. 13, 1908.

1908.—Contracts in restraint of Trade. Law Journal, v. 43, p. 716-717. Nov. 28, 1908.

1908.—Development of the Doctrine of unfair Competition. Trade Mark Record, v. 33, p. 43-44. Dec., 1908.

1908.—Exclusive Agencies under Anti-trust Laws. National Corporation Reporter, v. 36, p. 22-23. Feb. 20, 1908.

1908.—Federal Anti-trust Act and Minority holdings of the Shares of Railroads by competing Companies. Todd, G. C. Harvard Law Review, v. 22, p. 114-128. Dec., 1908.

1908.—Freedom of Trade. Ross, B. A. Commonwealth Law Review, v. 5, p. 241-246. Jul.-Aug., 1908.

1908.—Government's Relation to Corporate Construction and Management. Grosscup, P. S. Annals of the American Academy of Political and Social Science, v. 31, p. 3-49. July, 1908.

1908.—Government of the Living by the Dead. (Address to graduating class of John Marshall Law School, June 18, 1908; disadvantage of sec. 10, art. 1, of the U.S. constitution in its effect on exclusive grants of privileges and franchises.) Stubbins, Louis A. Chicago Legal News, v. 40, p. 367-368. June 27, 1908.

1908.—Loss of the Judiciary Principle. Page, Thomas Nelson. American Lawyer, v. 16, p. 247-254; 302-308. May-June, 1908.

1908.—Machinery of an Industrial Monopoly. Law Notes, v. 12, p. 162-163. Dec., 1908.

1908.—Monopolies and Combinations. (Note to decision on misuse of corporate power.) National Corporation Reporter, v. 36, p. 809-810. July 23, 1908.

1908.—Monopolies of Old and New. (Comment on Sydney T. Miller's article in Nov., 1907, Michigan Law Review.) National Corporation Reporter, v. 35, p. 741-42. Jan. 23, 1908.

1908.—No Combination without Regulation. Williams, T. Annals of the American Academy of Political and Social Science, v. 31, p. 240-258. July, 1908.

1908.—President's Onslaught. (Comment on President's message urging re-enactment of employers' a liability law to meet the views of Supreme Court.) From the Literary Digest. National Corporation Reporter, v. 36, Apr., 2, 1908, p. 245-246.

1908.—Protection against unfair Competition. Law Times, v. 126, p. 25-26. Nov. 14, 1908.

1908.—Public Regulation of Corporations. Discussion of Judge Grosscup's address. Smith, H. K. Annals of the American Academy of Political and Social Science, v. 31, p. 30-33. May, 1908

1908.—Restraint of Trade. Canada Law Times and Review, v. 28, p. 947-948. Nov. 1908.

1908.—Restraint of Trade. Law Journal, v. 43, p. 488. Aug. 1, 1908.

1908.—The Sherman Anti-trust Law and the proposed Amendment thereto. (Requiring the corporations or individuals desiring the benefits of the Act to be registered with the Bureau of Corporations and make certain reports thereto.) Littlefield, Charles E. Green Bag, v. 20, p. 587-610. Dec., 1908.

1908.—Sherman Anti-trust Law and the proposed Amendments thereto. (The scope and purpose of the law.) Littlefield, Charles E. Chicago Legal News, v. 40, p. 373-376; 378-379; July 4, 1908.

1908.—So-called Trusts or Big Corporations. Grosscup, P. S., The Brief, v. 8, p. 129-145. Nov., 1908.

1908.—Trusts Bursting under the Common Law. Talbot, George D. Central Law Journal, v. 67, p. 181-187, Sept. 4, 1908. New Jersey Law Journal, v. 31, p. 331-337.

1908.—Trusts in Germany. National Corporation Reporter, v. 36, p. 445. May 7, 1908.

1909.—American Tobacco Company and the Sherman Law. Virginia Law Register, v. 14, p. 718-719. Jan., 1909. Harvard Law Review, v. 22, p. 216-217. Jan., 1909.

1909.—Attorney-General Wickersham's policy. Case and Comment, v. 16, p. 2-3. June, 1909.

1909.—Battle of the Trusts. Law Times, v. 127, p. 525-526. Oct. 2, 1909.

1909.—A big oil fine actually paid. (On the Texas prosecution of the Waters-Pierce Oil Co.) National Corporation Reporter, v. 38, p. 491. May 20, 1909.

1909.—Business Men and the Law. Some suggestions as to amending the Sherman Anti-Trust Act. Wade, W. H. Ohio Law Bulletin, v. 54, p. 181-184. May 17, 1909.

1909.—Business Man and the Law. Suggestions as to amending Sherman Anti-Trust Act. Ellis, W. H. Ohio Law Reporter, v. 7, p. 66-74. May 24, 1909. Chicago Legal News, v. 41, p. 425-426. July 31, 1909.

1909.—Can a corporation whose organiation violates the inhibitions of the Sherman Act enforce its contracts? Robbins, A. H. Central Law Journal, v. 68, p. 281-282. Apr. 16, 1909. National Corporation Reporter, v. 38, p. 562-563. June 3, 1909.

1909.—Coal road or commodities case. Case and Comment, v. 16, p. 31-32. July, 1909.

1909.—Combination among physicians to fix prices for professional services. Hutchins, H. B. Michigan Law Review, v. 7, p. 237-239. Jan. 1909.

1909.—Combination to fix wages and fees restraint of trade. Collier N. C. Central Law Journal, v. 68, p. 236-237. Mar. 26, 1909.

1909—Connection of independent telephone companies. Harvard Law Review, v. 23, p. 54-56. Nov., 1909.

1909.—Contracts with monopolies and pari delictum. Columbia Law Review, v. 9, p. 343-345. April, 1909.

1909.—Defects of the Sherman Anti-Trust Law. Montague, G. H. Yale Law Journal, v. 19, p. 88,109. Dec., 1909.

1909.—Dissolving and Insurance Trusts without the aid of a statute and upon common law principles. Central Law Journal, v. 69, p. 73-74. July 30, 1909.

1909.—Federal Anti-trust Legislation and President Taft's proposed amendments. Evans, L. Illinois Law Review, v. 4, p. 1-10. May, 1909.

1909.—Forfeiture of corporate privilege by combination. University of Pennsylvania Law Review, v. 57, p. 648-650. June, 1909.

1909.—How the Standard Oil verdict is received. National Corporation Reporter, v. 39, p. 614. Dec. 23, 1909.

1909.—How to control the trusts with justice to the people without destroying property. Royall, W. L. Central Law Journal, v. 69, p. 238-248. Oct. 1, 1909.

1909.—Is a large corporation an illegal combination or monopoly under the Sherman Anti-Trust Act? Columbia Law Review, v. 9, p. 95-115. Feb., 1909.

1909.—Is the American Medical Association an unlawful combination? Robbins, A. H. Central Law Journal, v. 68, p. 189-190. Mar. 12, 1909.

1909.—Monopolies and combinations against public policy. McCoy, W. L. University of Pennsylvania Law Review, v. 59, p. 163-166. Dec., 1909.

1909.—Monopoly and restraint of trade, in federal view—doubt as to meaning of terms. Collier, N. C. Central Law Journal, v. 68, p. 404-410. May 28, 1909.

1909.—Mr. Bonaparte on federal anti-trust laws. Law Notes, v. 12, p. 184. Jan., 1909.

1909.—Patent rights and the Sherman Anti-Trust Act. Columbia Law Review, v. 9, p. 536-538. June, 1909.
1909.—Punishment of a corporation—the Standard Oil case. Little, C. G. Illinois Law Review, p. 446-453, v. 3. Feb., 1909.
1909.—Recovery of goods sold by an illegal combination. Harvard Law Review, v. 22, p, 435-438. April, 1909.
1909.—Right to recover on a monopolistic contract. University of Pennsylvania Law Review, v. 57, p. 459-463. April, 1909.
1909.—Sherman Act. An unenforcable statute. Law Notes, v. 13, p. 61-62. July, 1909.
1909.—Sherman or Anti-Trust Act. Benton, J. H. Yale Law Journal, v. 18, p. 311-327. Mar., 1909.
1909.—Shipping rings. (England.) Solicitor's Journal and Weekly Reporter, v. 53, p. 570-571. June 12, 1902.
1909.—Should the Anti-Trust Act be amended? Morawetz, V. Harvard Law Review, v. 22, p. 492-500. May, 1909.
1909.—Some reflections about the opinion and decision in the Standard Oil case. Central Law Journal, v. 69, p. 459-460. Dec. 24, 1909.
1909.—Trusts. (Provisions of a bill to suppress 'pools, trusts and combinations in trade.' Introduced in Congress, Dec. 9, 1908. American Political Science Review, v. 3, p. 85-86. Feb., 1909.
1909.—Validity of agreements to control voting power of corporate stock. Payne, G. W. Central Law Journal, v. 69, p. 390-395. Nov. 26, 1909.
1910.—Adequacy of Remedies against Monopoly under State Law. Cooke, F. H. Yale Law Journal, v. 19, p. 356-360. Mar., 1910.
1910.—Changes in the Sherman Law. Law Notes, v. 13, p. 202. Feb., 1910.
1910.—Country and the Trusts. Nation, v. 90, p. 154. Feb. 17, 1910.
1910.—Defects of the Sherman Anti-trust Law. Montague, G. H. Chicago Legal News v. 42, p. 223-224; 226-228. Feb. 19, 1910.
1910.—Federal Anti-trust Act. Raymond, R. L. Harvard Law Review, v. 23, p. 353-379, Mar., 1910.
1910.—How the Railroad Works with the Trust. Keys, C. M. World's Work, v. 21, p. 13680-8. Nov., 1910.
1910.—How to control the Trusts: Symposium. Outlook, v. 96, p. 364-7. Oct. 15, 1910.
1910.—How to regulate Corporations. Hill, J. J. World's Work, v. 19, p. 12730-8. Mar., 1910.
1910.—Monopolies: the Cause and Remedy. Howland, C. P. Columbia Law Review, v. 10, p. 91-117. Feb., 1910.
1910.—Monopolies and the Law. Nation, v. 90, p. 4. Jan. 6, 1910.
1910.—New Doctrine concerning Contracts in restraint of Trade. Knowlton, J. C. Michigan Law Review, v. 8, p. 298-313. Feb., 1910.
1910.—Pooling Agreements among Stockholders. Rogers, W. P. Yale Law Journal, v. 19, p. 345-355. Mar., 1910.
1910.—President Taft and the Trusts. National Corporation Reporter, v. 39, p. 770. Jan. 27, 1910.
1910.—Prosperity with Justice-working toward a Solution. Grosscup, P. S. North American Review, v. 191, p. 311-21. Mar., 1910.
1910.—Railroads and Trusts. Independent, v. 68, p. 104-5. Jan. 13, 1910.
1910.—Restored to the Docket. Escher, F. Harper's Weekly, v. 54, p. 28. Apr., 30, 1910.
1910.—Some Reflections about the Opinion and Decree in the Standard Oil Case. American Legal News, v. 21, p. 30-32. Jan., 1910.
1910.—Standard Oil Case. Noble, H. American Law Review, v. 44, p. 1-11. Jan.-Feb., 1910.

1910.—Standard Oil and other Decisions under the Sherman Anti-trust Law. World's Work, v. 19, p. 12421-4. Jan., 1910.
1910.—Standard Oil Case and the Sherman Act. Harvard Law Review, v. 23, p. 209-210. Jan., 1910.
1910.—Standard Oil Decision. Noyes, A. D. Forum, v. 43, p. 40-48. Jan., 1910.
1910.—Practical effects of the Decision. Standard Oil Decision. Law Notes, v. 13, p. 183-184. Jan., 1910.
1910. Taft Policy and the Trusts. Current Literature, v. 48, p. 131-4. Feb., 1910.
1910.—Tremulous Days for the Trusts. Current Literature, v. 48, p. 251-6. Mar., 1910.
1910.—Who is to blame for the High Prices? Leffman, H. Ladies' Home Journal, v. 27, p. 21, Nov. 1, 1910.
1910.—United Shoe Machinery Company. Sidney W. Winslow, Czar of Footwear. Welliver, J. C. Hampton, v. 25, p. 326-39, Sept., 1910.

LIST OF REPORTS, PAPERS, DOCUMENTS, &c., ACCOMPANYING PRESENT RETURN.

Sherman Anti-Trust Act.

Sherman Anti-Trust Law, with amendments, January 1, 1906.
Sherman Anti-Trust Law, with amendments, November 1, 1911.

Sherman Anti-Trust Decisions.

Federal Anti-Trust Decisions, volume 1. 1890-1899.
Federal Anti-Trust Decisions, volume 2. 1900-1906.

Proceedings under Sherman Anti-Trust Act.

In the Supreme Court of the United States, October term, 1909, No. 725. Standard Oil Company of New Jersey *et al.*, *v.* United States of America. Volume 1.
In the Supreme Court of the United States, October term, 1909, No. 725. Standard Oil Company of New Jersey *et al.*, *v.* United States of America. Volume 2.
Statement of the Commissioner of Corporations in answer to the allegations of the Standard Oil Company concerning its conviction at Chicago for accepting concessions on shipments over the Chicago and Alton Railroad. December 30, 1907.
Civil and Criminal cases instituted by the United States under the Sherman Anti-Trust Law of July 2, 1890, and the Act to regulate commerce, approved February 4, 1887, as amended, including the Elkins Act. October 1, 1908.
Corporation Tax Cases, in the Supreme Court of the United States, October term, 1909.
The United States of America, Petitioner, *v.* The Great Lakes Towing Company and others, Defendants.
The United States of America, *v.* National Packing Company, a corporation, *et al.* No. 29,953. December term, 1909.
The United States of America *v.* Horatio W. Heath and Cyrus S. Hapgood. February term, 1910.
United States of America *v.* Ferdinand Sulzberger and Horatio W. Heath. February term, 1910.
United States of America *v.* John Reardon & Sons Company and Consolidated Rendering Company. February term, 1910.
United States of America *v.* Louis F. Swift *et al.* No. 4510. July term, 1910.
United States of America *v.* Louis F. Swift *et al.* No. 4511. July term, 1910.
United States of America *v.* Louis F. Swift *et al.* No. 4620. July term, 1910.
The United States *v.* James A Patten, Eugene G. Scales, Frank B. Hayne, William P. Brown and Robert M. Thompson. July term, 1910.

The United States of America *v.* Standard Sanitary Manufacturing Company and other corporations, and Theodore Ahrens and other individuals, Defendants. No. 5163. November term, 1910.

The United States of America *v.* Standard Sanitary Manufacturing Company and other corporations, and Theodore Ahrens and other individuals, Defendants. No. 5164. November term, 1910.

The United States of America, Petitioner, *v.* The American Sugar Refining Company and others, Defendants. Original Petition.

The United States of America, Petitioner, against The American Tobacco Company and others, Defendants. Original Petition.

United States of America, Complainant, *v.* The American Tobacco Company, and others, Defendants.

United States of America *v.* American Tobacco Company and others. Memorandum for the Attorney General on the investigation of the disintegration plan of the tobacco combination.

The United States of America *v.* The American Tobacco Company and others. Oral Argument of George W. Wickersham, Attorney General of the United States, on hearing of application for approval of plan of disintegration.

United States of America, *v.* United States Steel Corporation and others. Petition.

The United States of America, Petitioner, *v.* General Electric Company and others, Defendants.

United States of America, *v.* The Reading Company *et al.*

United States of America, Petitioner, *v.* Standard Sanitary Manufacturing Company and others, Defendants.

The United States of America, Complainant, *v.* The Union Pacific Railroad Company and others, Defendants.

The United States of America, Petitioner, against Hamburg-Amerikanische Packet-Fahrt-Action Gesellschaft, and others, Defendants.

The Denver Jobbers' Association, *et al.*, Appellants, *v.* The People of the State of Colorado, ex. rel. William H. Dickson, Attorney General, Apellee. No. 6502. Filed in Supreme Court January 4, 1909.

State of Minnesota, Respondent, *v.* The Creamery Package Manufacturing Company, Appellant. October term, 1909.

The United States of America, Petitioner, against The American Tobacco Company and others, Defendants. Decree on the mandate from the Supreme Court of the United States.

United States *v.* Standard Oil Company of New Jersey and others. Supplemental decree.

United States of America, Petitioner, *v.* E. I. du Pont de Nemours and Company *et al.*, Defendants. Volume 1.

United States of America, Petitioner, *v* E. I. du Pont de Nemours and Company *et al.*, Defendants. Volume 2.

Fifteen cases involving the constitutional validity of section 38 of the Act of Congress approved August 5, 1909, known as 'The Corporation Tax' law. Stat. 1909, pp. 11-112-117. October term, 1910.

Ary E. Zonne, Appellant, *v.* Minneapolis Syndicate, John De Laittre, Treasurer, and J. Frank Conklin, Assistant Treasurer. No. 627. October term, 1910.

Appeals from the Circuit Court of the United States for the District of Massachusetts, Nos. 448 and 496. October term, 1910.

The Standard Oil Company of New Jersey, *et al.*, Appellants, *v.* The United States. No. 398, October term, 1910.

The United States of America, Appellant, *v.* The American Tobacco Company and others. No. 118. The American Tobacco Company and others, Appellants, *v.* The United States of America. No. 119. October term, 1910.

United States of America, Petitioner, *v.* E. I. du Pont de Nemours & Company, *et al.*, Defendants. No. 280. Opinion of the Court and interlocutory decree.

The United States of America, Petitioner, v. The Southern Wholesale Grocers' Association *et al.*, Defendants. Decree of Injunction.

United States of America, Complainant, *v.* General Electric Company *et al.*, Defendants. No. 8120. Final Decree.

United States of America *v.* The American Tobacco Company and others. Opinions of the Court, and decree.

Reports of the Commissioner of the Bureau of Corporations.

Report of the Commissioner of Corporations on the Beef Industry. March 3, 1905.

Report of the Commissioner of Corporations on the Transportation of Petroleum. May 2, 1906.

Report of the Commissioner of Corporations on the Petroleum Industry. Part I. May, 20, 1907.

Report of the Commissioner of Corporations on the Petroleum Industry. Part II. Aug. 5, 1907.

Report of the Commissioner of Corporations on the Tobacco Industry. Part I. February 25, 1909.

Report on the Prices of Tobacco transmitted in response to Senate Resolution No. 44, by Senator Beveridge, of May 14, 1909.

Summary of Report of the Commissioner of Corporations on the Lumber Industry, Part I. February 13, 1911.

Report of the Commissioner of Corporations on the Tobacco Industry, Part II. September 25, 1911.

Report of the Commissioner of Corporations on the Steel Industry. Part I. July 1, 1911.

Report of the Commissioner of Corporations, December, 1904.

Annual Report of the Commissioner of Corporations. June 30, 1905.

Annual Report of the Commissioner of Corporations. June 30, 1907.

Annual Report of the Commissioner of Corporations. June 30, 1908.

Annual Report of the Commissioner of Corporations. June 30, 1909.

Annual Report of the Commissioner of Corporations. June 30, 1910.

State Anti-Trust Laws and Proceedings Thereunder.

Acts and Joint Resolutions of the General Assembly of the State of South Carolina, passed at the regular session of 1902.

New York Legislation *re* Restraint of Trade.

Anti-Trust Laws of the State of Texas, with compilation of leading cases of State and Federal Courts. September, 1907.

Miscellaneous.

Report of the Industrial Commission, 1900. Volume I.

Report of the Industrial Commission, 1901. Volume XIII.

Report of the Attorney General, 1910.

Library of Congress. List of Books Relating to Trusts. 3d. Ed. Griffin, 1907.

Special Report of J. Fraser Lyon, Attorney General, to the General Assembly of South Carolina, on the case of the State of South Carolina against Southern Railway Company and Others. 1911.

Trust Laws. Act to Regulate Commerce (as amended) and Acts supplementary thereto. 1887-1903.

Report of the Commission on the Cost of Living. Massachusetts, May, 1910.

Special Message of the President of the United States on Interstate Commerce and Anti-trust Laws and Federal Incorporation. January 7, 1910.

Annual Message of the President of the United States, December 5, 1911.

RETURN

(71)

To an Order of the House of Commons, dated November 30, 1911, for a copy of all documents, &c., necessary to bring up to date the statement regarding the matters covered by Sessional Paper 109 of the session of 1910-11, in reference to Canadian-Australian Trade.

W. J. ROCHE,
Secretary of State.

Reference No. 17.
Mover: Mr. Ames.

Ottawa, January 15, 1912.

DEPARTMENT OF TRADE AND COMMERCE

FURTHER MEMORANDUM RESPECTING THE NEGOTIATIONS BETWEEN CANADA AND AUSTRALIA WITH A VIEW TO ARRANGING RECIPROCAL TRADE RELATIONS.

The last note on this subject included in the Return moved for by Mr. Ames asking for 'A concise history of the negotiations in regard to reciprocal trade since 1900, with the Australian Commonwealth,' was that of December 16, 1910.

April 10, 1911.

Mr. Ross advises the Department of Trade and Commerce that the Australian Prime Minister had indicated that he hoped to go into reciprocal trade matters with Sir Wilfrid Laurier at the Conference in London.

September 15, 1911.

Mr. Ross reports that he recently had several interviews with the Minister of Trade and Customs and Comptroller General in regard to reciprocal trade between Canada and Australia. Mr. Ross also stated that he had a brief interview with the Prime Minister. The latter expressed his personal sympathy in the matter and asked Mr. Ross to submit to him any further data he could in relation to the recent trade between the two countries. This Mr. Ross did. The Comptroller General informed Mr. Ross that 'the exchange of a minimum tariff of both countries would likely be the extent of the Minister's (Trade and Customs) decision at this juncture.'

September 23, 1911.

Mr. Ross reports that he had an appointment with the Minister of Customs for September 22, but on account of a 'Want of Confidence' motion having been moved in the Australian House he was unable to see the Minister. Mr. Ross expressed the opinion that the Australian Government would pass an Act this session if an opportunity occurred to exchange the present Australian Minimum Preferential Tariff on goods the product of the United Kingdom for the Canadian Minimum Preferential Tariff.

October 20, 1911.

Mr. Ross by appointment interviewed the Minister of Trade and Customs and the latter authorized him to inform the Canadian Government that 'he hoped to have an opportunity of introducing a Bill in to the Commonwealth Parliament before the close of the present session (probably between December 10th and 15th next), whereby the present Australian Preferential Tariff upon goods imported from the United Kingdom would be extended to Canadian goods and products in exchange for the present Canadian Minimum Tariff, to be made applicable to Australian goods and products imported into Canada.'

November 21, 1911.

Mr. Ross cabled the department asking whether the Canadian Government thought it desirable that he should make a final effort, as the Australian Parliament would close about the middle of December.

December 28 1911.

The following letter was addressed to the Honourable Mr. Tudor, Minister of Trade and Customs for Australia, by the Honourable Minister of Trade and Commerce:—

Since 1898 our two countries have been endeavouring from time to time to arrive at an agreement for better mutual trade relations, but so far without success. In the meantime, Canada has admitted the British Colonies, including the West Indies as also the Dominions of South Africa and New Zealand, to the advantages of her British preferential reduction over non preferred countries, and which amounts to about 30% of the duty. A return has been accorded by South Africa and New Zealand, and negotiations are now going on for a preferential return from the West Indies, and with fair prospects of success.

It seems to me too bad that with our great sister Dominion in the Pacific, we have not been long since able to arrange our trade on a preferential basis, and I can assure you that Canada is very desirous both on sentimental grounds and for reasons of mutual advantage, that this anomaly shall be removed as speedily as possible.

We give you already a considerable free list for some of your staple products, although we get no very great return from you in that respect for any of great staples. We stand ready to give you a substantial preference upon all articles of export in return for a substantial preference to our exports to your country and a free entrance for some of our natural products. Proposals have been made to exchange your limited preference for a limited preference of entry into our country, but it scarcely seems adequate that we should proceed on so restricted a basis.

Can we not at least approach the matter with a sincere desire and a determination to come to some fair agreement, and thus bind our two countries closer together on the lines of commercial intercourse and exchange. If your Government will make a proposition, I shall be very much pleased to take it up with my colleagues, and to pursue the negotiations with you to a finish, and I do not see why we should not come to conclusions which would be mutually advantageous. Once preferential inducements are added, our steamship communications can be bettered, and by this means our two kindred peoples will become more intimately acquainted with and interested in each other.

If, on the other hand, you wish Canada to make a proposition to you with the assurance that you desire to follow it to a completion, I shall be glad to place a proposal before you for consideration.

May I hope to hear from you in good time. Our Mr. Ross will give you any desired information as to our products, our exports and imports.

DEPARTMENT OF TRADE AND COMMERCE,
OTTAWA, January 12, 1912.

RETURN

(71*a*)

To an ORDER of the HOUSE OF COMMONS, dated January 10, 1912, for a copy of all papers and correspondence relating to the negotiations that have been opened by the Government for improved trade arrangements with the British West Indies and British Guiana.

W. J. ROCHE,
Secretary of State.

OTTAWA, January 16, 1912.

Copy B.C.

12705.

P. C. 2633.

CERTIFIED COPY *of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on November 21, 1911.*

The Committee of the Privy Council have had under consideration the following memorandum, dated November 17, 1911, from the Minister of Trade and Commerce, with reference to trade relations between Canada and the West Indies:—

On August 9, 1909, a Royal Commission was issued by His Majesty King Edward VII., appointing the Right Honourable Lord Balfour, of Burleigh, Honourable William Stevens Fielding, Honourable William Paterson, Sir John Poynder Dickson Poynder, and Sir Daniel Morris, to enquire into the present conditions and future prospects of trade between Canada and the West Indian Colonies and to suggest measures for promoting closer trade relations between them, including the several subjects referred to in the Minute of the Privy Council of Canada of August 31, 1908, and also such matters as the improvement of transportation, a cheaper and more efficient telegraph system, and generally all such other matters as might appear best calculated to strengthen and expand commerce and communications between Canada and the West Indies.

The letter of instructions was issued to the Commissioners by the Secretary of State for the Colonies on August 18, 1909, in pursuance of which the work was undertaken and carried out. A report of this Commission was submitted on May 3, 1910, and included amongst many other recommendations, one for the establishment of reciprocal trade interchanges between the West Indies and Canada, and drew up a draft form of agreement between Canada and any one of the West Indian Colonies, providing in each case for a schedule of Canadian goods which should

enjoy the benefits of the Customs Preferential Tariff when imported into the Colony, and a schedule of West Indian products which should enjoy the benefits of the Preferential Tariff when imported into Canada.

It appears from a despatch from Downing Street of July 22, 1911, from the Secretary of State for the Colonies, that the recommendations of the Royal Commission have now been accepted in principle by the Legislatures of Trinidad, Barbados, British Guiana, St. Lucia, St. Vincent, Antigua, St. Kitts, Dominica and Montserrat, that the Legislature of Grenada has deferred consideration of the question as suggested in paragraph 93 of the report of the Commission, and that no action has been taken in the matter by the Legislatures of Jamaica, British Honduras, Bermuda and Bahamas, whose circumstances were separately discussed in the report of the Commission.

The Secretary of State for the Colonies intimates that it is essential for the proper settlement of the question at issue that the powers of the delegates representing the several West Indian Colonies at the proposed conference with the representatives of the Dominion should be clearly understood, and submits for the consideration of the Canadian Ministers a scheme for the organization of this conference. Subject and subsequent to the approval of the Canadian Ministers, he proposes to invite the administrations of the several colonies concerned to appoint representatives with the powers indicated in this scheme.

The scheme proposed by the Secretary of State for the Colonies is as follows:—

> Each separate West Indian Administration desiring to adopt the recommendations of the Royal Commission shall appoint one representative. The Dominion Government shall appoint such representatives as they may think necessary, and the Secretary of State may, if he thinks fit, nominate one or more persons to attend the Conference, but such person or persons will not vote on any question before the Conference. Each administration shall provide the expenses of its representative, and any necessary joint expenses shall be equally divided between the Canadian Government and the West Indian Governments concerned.
>
> The Conference so constituted shall consider the Draft Agreement and Schedules appended to the report of the Royal Commission. They may make such amendments and alterations in the Agreement and Schedules as may be agreed upon.
>
> Any difference arising will be decided by the majority of votes, subject to the right of the Canadian representatives to declare that any proposal then under discussion will not be acceptable to the Canadian Government.
>
> A form of agreement shall, if the majority of the Conference so decide, be drawn up and signed by such representatives as are willing to recommend to their respective administrations the conclusion of such an agreement. This agreement will be submitted for acceptance or rejection as a whole to the several Legislatures represented at the Conference.
>
> The agreement shall not come into force until it has been adopted by the Legislatures concerned and approved by the Dominion and Home Governments.
>
> The Conference may also discuss regulations for securing uniformity in the treatment of goods entitled to preference under the contemplated agreement, and any other relevant questions of a like nature.

The Committee, on the recommendation of the Minister of Trade and Commerce, advise that Your Royal Highness may be pleased to inform the Right Honourable the Secretary of State for the Colonies that the Canadian Government approved of the scheme proposed and will be prepared to meet the representatives of the several West Indian Colonies at the earliest convenient opportunity, if possible, during the month of March, 1912; also that the Dominion Government would be

glad to welcome the Representatives of the West Indian Colonies at Ottawa, or if that be deemed impossible, will send representatives, to such meeting place in the West Indies as may be selected.

All which is respectfully submitted for approval.

(Signed) RODOLPHE BOUDREAU,
Clerk of the Privy Council.

The Honourable
The Minister of Trade and Commerce.

RETURN

(82)

To an Address of the House of Commons, dated January 24, 1912, praying for a copy of all correspondence between the Prime Minister of Canada, or any member of the Government, and Messrs. Fielding and Paterson, during the time the latter gentlemen were in Washington last year, on the subject of the negotiations for a Reciprocity Treaty between Canada and the United States.

W. J. ROCHE,
Secretary of State.

Ottawa, February 1, 1912.

Ottawa, January 27, 1912.

Dear Sir,—With reference to Order of the House of Commons—No. 76—Mr. Bradbury, I beg to say that this Department has no correspondence between the Prime Minister of Canada, or any member of the Government, and Messrs. Fielding and Paterson, during the time the latter gentlemen were in Washington last year, on the subject of the negotiations for a Reciprocity Treaty between Canada and the United States.

Yours very truly,

JOSEPH POPE,
Under Secretary of State
for External Affairs.

The Under Secretary of State of Canada,
Ottawa.

Finance Department,
Ottawa, Canada, January 26, 1912.

Thomas Mulvey, Esq., K.C.,
Under Secretary of State,
Ottawa.

Dear Sir,—Referring to an Order of the House of Commons, No. 76, dated January 24, mover, Mr. Bradbury, for correspondence *re* negotiations for a Reciprocity Treaty between Canada and the United States, I beg to say that, so far as the Department of Finance is concerned, there has been no such correspondence.

Yours truly,

T. C. BOVILLE,
Deputy Minister of Finance.

DEPARTMENT OF CUSTOMS,
OTTAWA, January 31, 1912.

The Under Secretary of State,
Ottawa.

SIR,—I have the honour to return herewith your Reference, No. 76, of 1912, respecting an Order of the House of Commons, dated January 24, 1912, for a copy of all the correspondence between the Prime Minister of Canada, or any member of the Government, and Messrs. Fielding and Paterson, during the time the latter gentlemen were in Washington last year, on the subject of the negotiations for a Reciprocity Treaty between Canada and the United States,—and am to state that there is no correspondence on this subject in the Department of Customs.

I have the honour to be, sir,
Your obedient servant,

JOHN McDOUGALD,
Commissioner of Customs.

[Enclosure.]

CORRESPONDENCE

BETWEEN

BRITISH AMBASSADOR AT WASHINGTON

AND THE

GOVERNMENT OF CANADA

IN CONNECTION WITH

NEGOTIATIONS FOR A RECIPROCITY TREATY

BETWEEN

CANADA AND UNITED STATES

OTTAWA
PRINTED BY C. H. PARMELEE, PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1912

[No. 82a—1912.]

RETURN

(82*a*.)

To an Address of the House of Commons, dated January 24, 1912, for a copy of all correspondence from January 1, 1910, to October 1, 1911, between the Right Honourable James Bryce, British Ambassador at Washington, and the Government of Canada, or any member thereof, with reference to the negotiations for reciprocity treaty between Canada and the United States.

W. J. ROCHE.

Secretary of State.

March 5, 1912.

To an Address of the House of Commons to His Royal Highness the Governor General of January 24, 1912, for a copy of all correspondence from January 1, 1910, to October 1, 1911, between the Right Honourable James Bryce, British Ambassador at Washington, and the Government of Canada, or any Member thereof, with reference to the negotiations for reciprocity treaty between Canada and the United States.

SCHEDULE.

1. Governor General to H. M. Ambassador at Washington. No. 40, March 31, 1910.
2. H. M. Ambassador at Washington to the Governor General. No. 60, April 7, 1910.
3. H. M. Ambassador at Washington to the Governor General. May 12, 1910.
4. Governor General to H. M. Ambassador at Washington. Telegram, May 16, 1910.
5. H. M. Ambassador at Washington to the Governor General. No. 87, May 18, 1910.
6. Minute of Council. May 30, 1910.
7. Governor General to H. M. Ambassador at Washington. No. 63, June 2, 1910.
8. H. M. Ambassador at Washington to the Governor General. No. 16, February 6, 1911.

9. H. M. Ambassador at Washington to the Governor General. February 14, 1911.

10. H. M. Ambassador at Washington to the Governor General. Telegram, March 4, 1911.

11. H. M. Ambassador at Washington to the Governor General. No. 54, April 11, 1911.

12. H. M. Ambassador at Washington to the Governor General. No. 62, April 21, 1911.

13. H. M. Ambassador at Washington to the Governor General. Telegram, July 22, 1911.

No. 1

From the Governor General to His Majesty's Ambassador at Washington.

No. 40.

MONTREAL, QUE., March 31, 1910.

SIR,—I have the honour to transmit, herewith, for Your Excellency's information, copies of the *Hansard* report of the debate in the House of Commons following the announcement by Mr. Fielding of the arrangement made with the United States with respect to the Tariff.*

H. of C. Debates, March 30, pp. 5942-6003.

Your Excellency will, I am sure, see with satisfaction Mr. Fielding's expression of his deep appreciation of the valuable assistance rendered to Canada by Your Excellency in the matter.

I have, &c.,

GREY.

* NOTE.—The arrangement here referred to is that under which Canada, having reduced the rates on thirteen named articles on which France by the Treaties of September 30, 1907, and January 23, 1909, enjoyed the benefit of the intermediate tariff, from the general to the intermediate scale was declared entitled to admission for her products under the United States minimum tariff of 1909.

No. 2.

From His Majesty's Ambassador at Washington to the Governor General.

No. 60.

BRITISH EMBASSY,

WASHINGTON, April 7, 1910.

MY LORD,—I have the honour to acknowledge the receipt of Your Excellency's despatch of March 31, inclosing a report of the debate in the House of Commons of Canada on the recent Tariff Negotiation with the United States. In conveying my thanks to Your Excellency for this report I desire to say how much I appreciate what Mr. Fielding was good enough to say regarding the part taken by myself and by the staff of the Embassy in the various stages of these negotiations. To have had the opportunity of contributing to some extent to bring together the representatives of the two countries by whose skill and wisdom the happy result embodied in these recent

arrangements has been attained and to have had opportunities of conveying to Your Excellency from time to time the various facts and conditions affecting the action of the United States Government, constitute a privilege which I highly value. I trust I may be permitted to congratulate Your Excellency and Your Excellency's Government upon a settlement which has not only maintained friendly relations between the two countries, but has had here in the United States the double effect of enhancing the respect felt for Canadian policy and statesmanship and of giving a further proof of Canadian good feeling, a proof which is not lost upon the American people.

I take this opportunity of informing Your Excellency that in a conversation which I had a few days ago with President Taft he observed, referring to the subject of the further negotiations with Canada on reciprocal tariff adjustments which were adumbrated in the recent correspondence between Mr. Knox and Mr. Fielding, that he did not think it would be possible to take up any such negotiations before the autumn, but entertaintd hopes of doing so then.

I have, &c.,

JAMES BRYCE.

No. 3.

From His Majesty's Ambassador at Washington to the Governor General.

BRITISH EMBASSY,
WASHINGTON, May 12, 1910.

MY DEAR GOVERNOR GENERAL,—A letter, copy of which is enclosed, has just reached me from the Secretary of State It indicates a desire to enter on negotiations at an earlier time than the President can have contemplated six weeks ago, for he then intimated to me (as mentioned in my despatch No. 60) that he did not expect to be able to enter on the matter before the autumn, by which I understood him to mean October or November.

If you would like me to sound further before the opening of regular negotiations either as to the matters which may be discussed, or as to the means of discussing them, *e.g.,* by correspondence in the earlier stages or by the selection of persons to represent the two countries and discuss the points involved in some place convenient to both governments, I can easily find means of doing so.

As Mr. Knox's letter enclosed, expresses a desire for an early reply, I should be glad to know as soon as may be convenient to your Ministers what reply it is wished that I should make to his request.

Yours, &c.,

JAMES BRYCE.

His Excellency
The Governor General.

Enclosure in No. 3.

From the United States Secretary of State to His Majesty's Ambassador at Washington.

DEPARTMENT OF STATE,
WASHINGTON, May 12, 1910.

MY DEAR MR. AMBASSADOR,—You will recall that as a result of correspondence and oral communication between the Department and Your Excellency's Embassy during

last February, tariff negotiations were carried on directly between the Government of the United States and the Dominion Government with a success which enabled the President by proclamation to extend to Canada the minimum tariff of the United States.

In the course of those negotiations, in my correspondence with Mr. Fielding, the Canadian Minister of Finance, there was expressed the desire of the United States and of Canada to improve their commercial relations as well as the intention of the two governments to undertake, at such time and in such manner as might be mutually satisfactory, a readjustment of those relations on broad and liberal lines.

It is now the wish of the President to initiate and carry on tariff negotiations along the lines referred to, and since it is desired to proceed as soon as may be found expedient by the Dominion Government, I have the honour to request Your Excellency again to be good enough to inform me, at your early convenience, as to the channel through which this Department may most expeditiously broach this subject to the Canadian authorities, and, if agreeable to them, most effectively proceed with the negotiations.

I am, &c.,

P. C. KNOX.

No. 4.

His Excellency
The Right Honourable
JAMES BRYCE.

From the Governor General to His Majesty's Ambassador at Washington.

Telegram.

May 16, 1910.

Referring to Mr. Knox's despatch May 12, my Ministers would have been pleased to have arranged for earlier negotiations if they had understood that such were desired by the United States Government, but they had reason to believe that the President did not think it would be possible to take up negotiations before the autumn. Under this impression several Ministers have already left Ottawa to attend to various matters, and Mr. Fielding, who has had charge of the negotiations, is leaving in a few days for England on public business.

Under these circumstances some delay appears to be unavoidable. Please inform United States Government.

GREY.

No. 5.

From His Majesty's Ambassador at Washington to the Governor General.

No. 87.

BRITISH EMBASSY,
WASHINGTON, May 18, 1910.

MY LORD,—On the receipt of Your Excellency's telegram of the 16th instant, I addressed to the Secretary of State a letter, copy of which is enclosed herewith, stating the reasons for which the Dominion Government were unable to proceed at present with the tariff negotiations proposed by the United States Government.

I would suggest that it might be well if a despatch were sent to me, which should state somewhat more fully the position of Your Excellency's Government in this matter and the reason why, while sharing the wish of the United States Government in this matter to make progress with the negotiations suggested they find some little postponement of the opening of those negotiations to be unavoidable under existing circumstances. I would then communicate such a despatch or the substance of it, to the United States Government, by whom it would no doubt be appreciated.

I have, etc.,

JAMES BRYCE.

Enclosure in No. 5.

From His Majesty's Ambassador at Washington to the United States Secretary of State.

BRITISH EMBASSY,
WASHINGTON, May 17, 1910.

MY DEAR MR. SECRETARY,—In further reply to your letter of the 12th instant, a copy of which I forwarded at once to Canada, I have now to say that a telegram has just reached me from the Governor General of Canada in which he informs me that his government would have been glad to have entered at once upon the negotiations suggested in your letter, had they known sooner that such was the wish of the United States Government. They had, however, been under the impression that it was the wish of the President that these negotiations should not begin until some later time, and probably in the autumn. The Parliament of the Dominion having adjourned a fortnight ago, several of the Ministers have left Ottawa for different parts of the country to atend to various matters, and Mr. Fielding, to whose department the question of tariff matters specially belongs, and who had charge of the recent negotiations which resulted in the agreement, happily concluded in March last, has arranged to proceed forthwith to England upon public business of importance. The Government of the Dominion, therefore, fear that, under these circumstances, it will be necessary that the opening of the negotiations now contemplated should be postponed for some little time, pleased as they should have been to proceed at once with them had that been possible.

The Dominion Government will doubtless apprise me of the time when it will be possible for these negotiations to be entered on, and it will then be my pleasure to inform you not only of that fact, but also to inform you in reply to the enquiry which was contained in your letter of the 12th instant of the methods by which His Majesty's Government and the Government of the Dominion think that it would be most convenient to conduct the negotiations.

I am, &c.,

JAMES BRYCE.

The Honourable
P. C. KNOX,
Secretary of State,
&c., &c., &c.

No. 6.

CERTIFIED COPY *of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on May 30, 1910.*

The Committee of the Privy Council have had before them a report, dated May 25, 1910, from the Secretary of State for External Affairs, submitting that,—having been made aware of the desire of the United States Government to enter at an early date upon negotiations for the improvement of commercial relations between Canada and the United States, which were proposed by the United States Government,—Your Excellency's Advisers would have been pleased to have arranged for earlier negotiations if they had understood that such were desired by the United States Government, but that they gathered from Mr. Bryce's despatch of the 7th April that the President did not think it possible to take up negotiations before the autumn.

The Minister states that under this impression several Ministers have already left Ottawa to attend to various matters, and the Minister of Finance, who has had charge of the negotiations, is leaving for England in a few days on public business.

That in these circumstances, while sharing the wish of the United States Government to make progress with the negotiations, they regret that delay in entering upon them would appear to be unavoidable.

The Committee advise that Your Excellency may be pleased to forward a copy hereof to His Majesty's Ambassador at Washington.

All which is respectfully submitted for approval.

RODOLPHE BOUDREAU,

Clerk of the Privy Council.

No. 7.

From the Governor General to His Majesty's Ambassador at Washington.

No. 63.

GOVERNMENT HOUSE,
OTTAWA, June 2, 1910.

SIR,—With reference to Your Excellency's despatch No. 87 of May 18 last, regarding the tariff negotiations proposed by the United States Government, I have the honour to transmit, herewith, for Your Excellency's information
May 30, 1910. copies of an approved Minute of His Majesty's Privy Council for Canada, stating that my responsible advisers would have been pleased to arrange for earlier negotiations had they understood that this was desired by the United States Government, but they had gathered from Your Excellency's despatch of April 7, that the President did not think it possible to take up negotiations before the autumn. Several of the Ministers have consequently already left Ottawa, and the Minister of Finance, who has had charge of the negotiations, is leaving for England in a few days on public business.

I have, &c.,

GREY.

His Excellency
The Right Honourable
JAMES BRYCE, P.C.,
&c., &c., &c.

No. 8.

From His Majesty's Ambassador at Washington to the Governor General.

BRITISH EMBASSY,
WASHINGTON, February 6, 1911.

No. 16.

MY LORD,—The enclosed Memorandum by the Secretary in charge of Commercial Affairs to this Embassy calls attention to a point in which there may be thought to be some discrepancy between the Bill now before Congress for giving effect to the Canadian Reciprocity agreement and the agreement itself. Should your Excellency's Ministers be of opinion that there is such a discrepancy, the point may seem to call for prompt enquiry.

If it be found to be of importance and action by this Embassy is desired, a statement of the view of your Ministers as to what was intended by the negotiators and as to the line of argument which it is wished the Embassy should present to the United States Government had better be sent by telegraph in order that the matter may be taken up before the Bill is reported out of Committee, which is expected to be on Friday.

The prospects of the Bill passing the House of Representatives with the assistance of the Democratic vote are good; but there is little chance of the Senate taking action on it at this session. Whether the President will call an extra session is still quite doubtful and its prospects at an extra session in the Senate, though probably better than in the present Congress will depend on the extent to which public opinion continues to show an increasing support of the President's policy.

Under these circumstances the Dominion Government may wish to consider the advisability of deferring definite action on their side until after the close of this Congress on March 4. It will then be known whether the agreement has a good chance of being adopted by the Democratic majority in the next House. Without that it cannot become law within any future to be foreseen.

I have, &c.,

JAMES BRYCE.

P.S.—I transmit, herewith, copies of the Bill now before Congress and of the President's Message submitting the agreement.

Enclosure in No. 8.

CANADIAN RECIPROCITY AGREEMENT.

PULP AND PAPER.

There is a discrepancy between the McCall Bill, as introduced in the House, and the terms of the Agreement as to pulp and paper.

The Agreement in the last item of Schedule A puts pulp together with paper of not more than four cents a pound on the free list of both countries. To this are annexed two provisos. The first says that such Canadian pulp and paper shall be admitted free into the United States provided no export duties have been levied on it. This is to say, supposing certain provinces impose an export duty on pulp, nevertheless paper from those or other provinces or pulp from other provinces would be admitted free to the United States. The second proviso says that American pulp

or paper shall be admitted free of duty to Canada only when similar Canadian products are admitted free of duty to the United States from all parts of Canada. Therefore, in the contingency above mentioned, Canadian paper would be coming free into the United States but American would not be going free into Canada.

But the Bill though it reproduces the first proviso that Canadian pulp and paper shall be imported free into the United States on the condition that no export duty has been levied on it, adds as a second proviso that the Articles in Schedule A, including paper and pulp, shall be admitted free to the United States only when they are admitted free to Canada. Therefore, in the contingency suggested above, by no means improbable, if not indeed actually present, under the Agreement Canada would enjoy free entry of paper to the United States which would be denied her under the Bill.

The point may not be of practically importance, but if it is, the attention of the State Department should be called to it before the Bill is reported out of Committee—probably on Friday next.

GEORGE YOUNG,

Secretary in Charge of Commercial Affairs.

IN THE SENATE OF THE UNITED STATES.

February 15, 1911.

Read twice and referred to the Committee on Finance.

February 24, 1911.

Reported by Mr. Burrows, without amendment.

AN ACT TO PROMOTE RECIPROCAL TRADE RELATIONS WITH THE DOMINION OF CANADA, AND FOR OTHER PURPOSES.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, that there shall be levied, collected, and paid upon the articles hereinafter enumerated, the growth, product or manufacture of the Dominion of Canada, when imported therefrom into the United States or any or its possessions (except the Philippine islands and the islands of Guam and Tutuila), in lieu of the duties now levied, collected, and paid, the following duties, namely:—

Fresh meats: Beef, veal, mutton, lamb, pork and all other fresh or refrigerated meats excepting game, one and one-fourth cents per pound.

Bacon and hams, not in tins or jars, one and one-fourth cents per pound.

Meats of all kinds, dried, smoked, salted, in brine, or prepared or preserved in any manner, not otherwise herein provided for, one and one-fourth cents per pound.

Canned meats and canned poultry, twenty per centum ad valorem.

Extract of meat, fluid or not, twenty per centum ad valorem.

Lard and compounds thereof, cottolene and cotton stearine, and animal stearine, one and one-fourth cents per pound.

Tallow, forty cents per one hundred pounds.

Egg yolk, egg albumen, and blood albumen, seven and one-half centum ad valorem.

Fish (except shellfish) by whatever name known, packed in oil, in tin boxes or cans, including the weight of the package: (a) when weighing over twenty ounces and not over thirty-six ounces each, five cents per package; (b) when weighing over twelve ounces and not over twenty ounces each, four cents per package; (c) when weighing

twelve ounces each or less, two cents per package; (d) when weighing thirty-six ounces each or more, or when packed in oil, in bottles, jars, or kegs, thirty per centum ad valorem.

Tomatoes and other vegetables, including corn, in cans or other air-tight packages, and including the weight of the package, one and one-fourth cents per pound.

Wheat flour and semolina, and rye flour, fifty cents per barrel of one hundred and ninety-six pounds.

Oatmeal and rolled oats, including the weight of paper covering, fifty cents per one hundred pounds.

Corn meal, twelve and one-half cents per one hundred pounds.

Barley malt, forty-five cents per one hundred pounds.

Barley, pot, pearled, or patent, one-half cent per pound.

Buckwheat flour or meal, one-half cent per pound.

Split peas, dried, seven and one-half cents per bushel of sixty pounds.

Prepared cereal foods, not otherwise provided for herein, seventeen and one-half per centum ad valorem.

Bran middlings, and other offals of grain used for animal food, twelve and one-half cents per one hundred pounds.

Macaroni and vermicelli, one cent per pound.

Biscuits, wafers, and cakes, when sweetened with sugar, honey, molasses, or other material, twenty-five cents per centum ad valorem.

Biscuits, wafers, cakes and other baked articles, composed in whole or in part of eggs or any kind of flour or meal, when combined with chocolate, nuts, fruits, or confectionery; also candied peel, candied popcorn, candied nuts, candied fruits, sugar candy, and confectionery of all kinds, thirty-two and one-half per centum ad valorem.

Maple sugar and maple syrup, one cent per pound.

Pickles, including nuts, sauces of all kinds, and fish paste or sauce, thirty-two and one-half per centum ad valorem.

Cherry juice and prune juice, or prune wine, and other fruit juices and fruit syrup, non-alcoholic, seventeen and one-half centum ad valorem.

Mineral waters and imitations of natural mineral waters, in bottles or jugs, seventeen and one-half per centum ad valorem.

Essential oils, seven and one-half per centum ad valorem.

Grape vines, gooseberry, raspberry, and currant bushes, seventeen and one-half per centum ad valorem.

Farm wagons and finished parts thereof, twenty-two and one-half per centum ad valorem.

Ploughs, tooth and disc harrows, harvesters, reapers, agricultural drills and planters, mowers, horserakes, cultivators, thrashing machines, including windstackers, baggers, weighers, and self-feeders therefor and finished parts thereof imported for repair of the foregoing, fifteen per centum ad valorem.

Portable engines with boilers, in combination, horse-powers and traction engines for farm purposes; hay loaders, potato diggers, fodder or feed cutters, grain crushers, fanning mills, hay tedders, farm or field rollers, manure spreaders, weeders and windmills, and finished parts thereof imported for repar of the foregoing, except shafting, twenty per centum ad valorem.

Grindstones of sandstone, not mounted, finished or not, five cents per one hundred pounds.

Freestone, granite, sandstone, limestone, and all other monumental or building stone, except marble, breccia, and onyx, unmanufactured or not dressed hewn or polished, twelve and one-half per centum ad valorem

Roofing slates, fifty-five cents per one hundred square feet.

Vitrified paving blocks, not ornamented or decorated in any manner, and paving blocks of stone, seventeen and one-half per centum ad valorem.

Oxide of iron, as a colour, twenty-two and one-half per centum ad valorem.

Asbestos, further manufactured than ground; manufactures of asbestos or articles of which asbestos is the component material of chief value, including woven fabrics, wholly or in chief value of asbestos, twenty-two and one-half per centum ad valorem.

Printing ink, seventeen and one-half per centum ad valorem.

Cutlery, plated or not—pocketknives, penknives, scissors and shears, knives and forks for household purposes, and table steels, twenty-seven and one-half per centum ad valorem.

Bells and gongs, brass corners and rules for printers, twenty-seven and one-half per centum ad valorem.

Basins, urinals, and other plumbing fixtures for bathrooms and lavatories; bathtubs, sinks, and laundry tubs of earthenware, stone, cement, or clay, or of other material thirty-two and one-half per centum ad valorem.

Brass band instruments, twenty-two and one-half per centum ad valorem.

Clocks, watches, time recorders, clock and watch keys, clock cases, and clock movements, twenty-seven and one-half per centum ad valorem.

Printers' wooden cases and cabinets for holding type, twentyseven and one-half per centum ad valorem.

Wood flour, twenty-two and one-half per centum ad valorem.

Canoes and small boats of wood, not power boats, twenty-two and one-half per centum ad valorem.

Feathers, crude, not dressed, coloured, or otherwise manufactured, twelve and one-half per centum ad valorem.

Antiseptic surgical dressings, such as absorbent cotton, cotton wool, lint, lamb's wool, tow, jute, gauzes, and oakum prepared for use as surgical dressings, plain or medicated; surgical trusses, pessaries, and suspensory bandages of all kinds, seventeen and one-half per centum ad valorem.

Plate glass, not bevelled, in sheets or panes exceeding seven square feet each and not exceeding twenty-five square feet each, twenty-five per centum ad valorem.

Motor vehicles, other than for railways and tramways, and automobiles and parts thereof, not including rubber tires, thirty per centum ad valorem.

Iron or steel digesters for the manufacture of wood pulp, twenty-seven and one-half per centum ad valorem.

Musical instrument cases, fancy cases or boxes, portfolios, satchels, reticules, card cases, purses, pocketbooks, fly books for artificial flies, all the foregoing composed wholly or in chief value of leather thirty per centum ad valorem.

Aluminum in crude form, five cents per pound.

Aluminum in plates, sheets, bars, and rods, eight cents per pound.

Laths, ten cents per one thousand pieces.

Shingles, thirty cents per thousand.

Sawed boards, planks, deals, and other lumber, planed or finished on one side, fifty cents per thousand feet, board measure; planed or finished on one side and tongued and grooved, or planed or finished on two sides, seventy-five cents per thousand feet, board measure; planed or finished on three sides, or planed and finished on two sides and tongued and grooved, one dollar and twelve and one-half cents per thousand feet, board measure; planed and finished on four sides, one dollar and fifty cents per thousand feet, board measure; and in estimating board measure under this schedule no deduction shall be made on board measure on account of planing, tonguing and grooving.

Iron ore, including manganiferous iron ore, and the dress or residuum from burnt pyrites, ten cents per ton; *Provided*, That in levying and collecting the duty on iron ore no deduction shall be made from the weight of the ore on account of moisture which may be chemically or physically combined therewith.

Coal slack or culm of all kinds, such as will pass through a half-inch screen, fifteen cents per ton.

Provided, That the duties above enumerated shall take effect whenever the President of the United States shall have satisfactory evidence and shall make proclamation that on the articles hereinafter enumerated, the growth, product, or manufacture of the United States, or any of its possessions (except the Philippine Islands and the islands of Guam and Tutila), when imported therefrom into the Dominion of Canada, duties not in excess of the following are imposed, namely:—

Fresh meats.—Beef, veal, mutton, lamb, pork, and all other fresh or refrigerated meats excepting game, one and one-fourth cents per pound.

Bacon and hams, not in tins or jars, one and one-fourth cents per pound.

Meats of all kids, dried, smoked, salted, in brine, or prepared or preserved in any manner, not otherwise herein provided for, one and one-fourth cents per pound.

Canned meats and canned poultry, twenty per centum ad valorem.

Extract of meat, fluid or not, twenty per centum ad valorem.

Lard, and compounds thereof, cottolene and cotton stearin, and animal stearin, one and one-fourth cents per pound.

Tallow, forty cents per one hundred pounds.

Egg yolk, egg albumen, and blood albumen, seven and one-half per centum ad valorem.

Fish, (except shellfish), by whatever name known packed in oil, in tin boxes or cans, including the weight of the package: (a) when weighing over twenty ounces and not over thirty-six ounces each, five cents per package; (b) when weighing over twelve ounces and not over twenty ounces each, four cents per package; (c) when weighing twelve ounces each or less, two cents per package; (d) when weighing thirty-six ounces each or more, or when packed in oil, in bottles, jars, or kegs, thirty per centum ad valorem.

Tomatoes and other vegetables, including corn, in cans or other air-tight packages, and including the weight of the package, one and one-fourth cents per pound.

Wheat flour and semolina; and rye flour, fifty cents per barrel of one hundred and ninety-six pounds.

Oatmeal and rolled oats, including the weight of paper covering, fifty cents per one hundred pounds.

Corn meal, twelve and one-half cents per one hundred pounds.

Barley malt, forty-five cents per one hundred pounds.

Barley, pot, pearled, or patent, one-half cent per pound.

Buckwheat flour or meal, one-half cent per pound.

Split peas, dried, seven and one-half cents per bushel of sixty pounds.

Prepared cereal foods, not otherwise provided for herein, seventeen and one-half per centum ad valorem.

Bran, middlings, and other offals of grain used for animal food, twelve and one-half cents per one hundred pounds.

Macaroni and vermicelli, one cent per pound.

Biscuits, wafers, and cakes, when sweetened with sugar, honey, molasses, or other material, twenty-five per centum ad valorem.

Biscuits, wafers, cakes, and other baked articles, composed in whole or in part of eggs or any kind of flour or meal, when combined with chocolate, nuts, fruits, or confectionery; also candied peel, candied popcorn, candied nuts, candied fruits, sugar candy, and confectionery of all kinds, thirty-two and one-half per centum ad valorem.

Maple sugar and maple syrup, one cent per pound.

Pickles, including pickled nuts, sauces of all kinds, and fish paste or sauce, thirty-two and one-half per centum ad valorem.

Cherry juice and prune juice, or prune wine, and other fruit juices, and fruit syrup, non-alcoholic, seventeen and one-half per centum ad valorem.

Mineral waters and imitations of natural mineral waters, in bottles or jugs, seventeen and one-half per centum ad valorem.

Essential oils, seven and one-half per centum ad valorem

Grapevines; gooseberry, raspberry and currant bushes, seventeen and one-half per centum ad valorem.

Farm wagons, and finished parts thereof, twenty-two and one-half per centum ad valorem.

Ploughs, tooth and disc harrows, harvesters, reapers, agricultural drills and planters, mowers, horserakes, cultivators; thrashing machines, including windstackers, baggers, weighers, and self-feeders therefor, and finished parts thereof imported for repair of the foregoing, fifteen per centum ad valorem.

Portable engines with boilers, in combination, horse-power and traction engines, for farm purposes; hay loaders, potato diggers, fodder or feed cutters, grain crushers, fanning mills, hay tedders, farm or field rollers, manure spreaders, weeders, and windmills, and finished parts thereof imported for repair of the foregoing, except shafting, twenty per centum ad valorem.

Grindstones of sandstone, not mounted, finished or not, five cents per one hundred pounds.

Freestone, granite, sandstone, limestone, and all other monumental or building stone, except marble, breccia, and onyx, unmanufactured or not dressed, hewn or polished, twelve and one-half per centum ad valorem.

Roofing slates, fifty-five cents per one hundred square feet.

Vitrified paving blocks, not ornamented or decorated in any manner, and paving blocks of stone, seventeen and one-half per centum ad valorem.

Oxide of iron, as a colour, twenty-two and one-half per centum ad valorem.

Asbestos further manufactured than ground: Manufactures of asbestos, or articles of which asbestos is the component material of chief value, including woven fabrics wholly or in chief value of asbestos, twenty-two and one-half per centum ad valorem.

Printing ink, seventeen and one-half per centum ad valorem.

Cutlery, plated or not: Pocketknifes, penknives, scissors and shears, knives and forks for household purposes, and table steels, twenty-seven and one-half per centum ad valorem.

Bells and gongs, brass corners and rules for printers, twenty-seven and one-half per centum ad valorem.

Basins, urinals, and other plumbing fixtures for bathrooms and lavatories; bathtubs, sinks, and laundry tubs, of earthenware, stone, cement, or clay or of other material thirty-two and one-half per centum ad valorem.

Brass band instruments, twenty-two and one-half per centum ad valorem.

Clocks, watches, time recorders, clock and watch keys, clock cases, and clock movements, twenty-seven and one-half per centum ad valorem.

Printers' wooden cases and cabinets for holding type, twenty-seven and one-half per centum ad valorem.

Wood flour, twenty-two and one-half per centum ad valorem.

Canoes and small boats of wood, not power boats, twenty-two and one-half per centum ad valorem.

Feathers, crude, not dressed, coloured or otherwise manufactured, twelve and one-half per centum ad valorem.

Antiseptic surgical dressings, such as absorbent cotton, cotton wool, lint, lamb's wool, tow, jute, gauzes, and oakum, prepared for use as surgical dressings, plain or medicated; surgical trusses, pessaries and suspensory bandages of all kinds, seventeen and one-half per centum ad valorem.

Plate glass, not beveled, in sheets or panes exceeding seven square feet each, and not exceeding twenty-five square feet each, twenty-five per centum ad valorem.

Motor vehicles, other than for railways and tramways, and automobiles, and parts thereof, not including rubber tires, thirty per centum ad valorem.

Iron or steel digesters for the manufacture of wood pulp, twenty-seven and one-half per centum ad valorem.

Musical instrument cases, fancy cases or boxes, portfolios, satchels, reticules, card cases, purses, pocketbooks, fly books for artificial flies; all the foregoing composed wholly or in chief value of leather, thirty per centum ad valorem.

Cement Portland, and hydraulic or water lime in barrels, bags, or casks, the weight of the package to be included in the weight for duty, eleven cents per one hundred pounds.

Trees: Apple, cherry, peach, pear, plum, and quince, of all kinds, and small peach trees known as June buds, two and one-half cents each.

Condensed milk the weight of the package to be included in the weight for duty, two cents per pound.

Biscuits without added sweetening, twenty per centum ad valorem.

Fruit in air-tight cans or other air-tight packages, the weight of the cans or other packages to be included in the weight for duty, two cents per pound.

Peanuts, shelled, one cent per pound.

Peanuts, unshelled, one-half cent per pound.

Coal, bituminous, round and run of mine, including bituminous coal such as will not pass through a three-quarter inch screen, forty-five cents per ton.

That the articles mentioned in the following paragraphs, the growth, product, or manufacture of the Dominion of Canada, when imported therefrom into the United States or any of its possessions (except the Philippine Islands and the islands of Guam and Tutuila), shall be exempt from duty, namely:—

Live animals: Cattle, horses and mules, swine, sheep, lambs, and all other live animals.

Poulty, dead, or alive.

Wheat, rye, oats, barley, and buckwheat, dried peas and beans, edible.

Corn, sweet corn, or maize.

Hay, straw, and cowpease.

Fresh vegetables Potatoes, sweet potatoes, yams, turnips, onions, cabbages, and all other vegetables in their natural state.

Fresh fruits: Apples, pears, peaches, grapes, berries, and all other edible fruits in their natural state, except lemons, oranges, limes, grapefruit, shaddocks, pomelos, and pineapples.

Dried fruits: Apples, peaches, pears, and apricots, dried, desiccated, or evaporated.

Dairy products: Butter, cheese, and fresh milk and cream: *Provided,* that cans actually used in the transportation of milk or cream may be passed back and forth between the two countries free of duty, under such regulations as the respective Governments may prescribe.

Eggs of barnyard fowl, in the shell.

Honey.

Cottonseed oil.

Seeds: Flaxseed or linseed, cottonseed, and other oil seeds; grass seed, including timothy and clover seed; garden, field, and other seed not herein otherwise provided for, when in packages weighing over one pound each (not including flower seeds).

Fish of all kinds, fresh, frozen, packed in ice, salted, or preserved in any form, except sardines and other fish preserved in oil; and shellfish of all kinds, including oysters, lobsters, and clams in any state, fresh or packed, and covering of the foregoing.

Seal, herring, whale, and other fish oil, including cod oil: *Provided,* That fish oil, whale oil, seal oil, and fish of all kinds being the product of fisheries carried on by the fishermen of the United States shall be admitted into Canada as the product of the United States, and, similarly, that fish oil, whale oil, and fish of all kinds, being the product of fisheries carried on by the fishermen of Canada, shall be admitted into the United States as the product of Canada.

Salt.

Mineral waters, natural, not in bottles or jugs.

Timber, hewn, sided or squared otherwise than by sawing, and round timber used for spars or in building wharves.

Sawed boards, planks, deals, and other lumber, not further manufactured than sawed.

Paving posts, railroad ties, and telephone, trolley, electric-light, and telegraph poles of cedar or other woods.

Wooden staves of all kinds, not further manufactured than listed or jointed, and stave bolts.

Pickets and palings.

Plaster rock, or gypsum, crude, not ground.

Mica, unmanufactured or rough trimmed only, and mica, ground or bolted.

Feldspar, crude, powdered or ground.

Asbestos, not further manufactured than ground.

Fluorspar, crude, not ground.

Glycerine, crude, not purified.

Talc, ground, bolted, or precipitated, naturally or artificially, not for toilet use.

Sulphate of soda, or salt cake, and soda ash.

Extracts of hemlock bark.

Carbon electrodes.

Brass in bars and rods, in coil or otherwies, not less than six feet in length, or brass in strips, sheets, or plates, not polished, planished, or coated.

Cream separators of every description, and parts thereof imported for repair of the foregoing.

Rolled iron or steel sheets, or plates, number fourteen gauge or thinner, galvanized or coated with zinc, tin, or other metal, or not.

Crucible cast-steel wire, valued at not less than six cents per pound.

Galvanized iron or steel wire, curved or not, numbers nine, twelve, and thirteen wire gauge.

Typecasting and typesetting machines and parts thereof, adapted for use in printing offices.

Barbed fencing wire of iron or steel, galvanized or not.

Coke.

Rolled round wire rods in the coil, of iron or steel, not over three-eighths of an inch in diameter, and not smaller than number six wire gauge.

Provided, That the articles above enumerated, the growth, product, or manufacture of the Dominion of Canada, shall be exempt from duty when the President of the United States shall have satisfactory evidence and shall make proclamation that the following articles, the growth, product, or manufacture of the United States or any of its possessions (except the Philippine Islands and the islands of Guam and Tutuila), are admitted into the Dominion of Canada free of duty, namely:

Live animals: Cattle, horses and mules, swine, sheep, lambs, and all other live animals.

Poultry, dead or alive.

Wheat, rye, oats, barley, and buckwheat; dried peas and beans, edible.

Corn, sweet corn, or maize (except into Canada for distillation).

Hay straw, and cow peas.

Fresh vegetables: Potatoes, sweet potatoes, yams, turnips, onions cabbages, and all other vegetables in their natural state.

Fresh fruits: Apples, pears, peaches, grapes, berries, and all other edible fruits in their natural state.

Dried fruits: Apples, peaches, pears, and apricots, dried dessicated, or evaporated.

Dairy products: Butter, cheese, and fresh milk and cream: *Provided*, That cans actually used in the transportation of milk or cream may be passed back and forth

between the two countries free of duty, under such regulations as the respective governments may prescribe.

Eggs of barnyard fowl in the shell.

Honey.

Cotton-seed oil.

Seeds: Flaxseed or linseed, cotton seed, and other oil seeds; grass seed, including timothy and clover seed; garden, field, and other seed not herein otherwise provided for, when in packages weighing over one pound each (not including flower seeds).

Fish of all kinds, fresh, frozen, packed in ice, salted or preserved in any form, except sardines and other fish preserved in oil; and shellfish of all kinds, including oysters, lobsters, and clams in any state, fresh or packed, and coverings of the foregoing.

Seal, herring, whale and other fish oil including cod oil: *Provided,* That fish oil, whale oil, seal oil, and fish of all kinds, being the product of fisheries carried on by the fishermen of the United States, shall be admitted into Canada as the product of the United States, and similarly that fish oil, whale oil, seal oil, and fish of all kinds, being the product of fisheries carried on by the fishermen of Canada, shall be admitted into the United States as the product of Canada.

Salt.

Mineral waters, natural, not in bottles or jugs.

Timber, hewn, sided or squared otherwise than by sawing, and round timber used for spars, or in building wharfs.

Sawed boards, planks, deals, and other lumber, not further manufactured than sawed.

Paving posts, railroad ties, and telephone, trolley, electric light, and telegraph poles of cedar or other woods.

Wooden staves of all kinds, not further manufactured than listed or jointed, and stave bolts.

Pickets and palings.

Plaster rock or gypsum, crude, not ground.

Mica, unmanufactured or rough trimmed only, and mica ground or bolted.

Feldspar, crude, powdered or ground.

Asbestos not further manufactured than ground.

Fluorspar, crude, not ground.

Glycerine, crude, not purified.

Talc, ground, bolted or precipitated, naturally or artificially, not for toilet use.

Sulphate of soda, or salt cake, and soda ash.

Extracts of hemlock bark.

Carbon electrodes.

Brass in bars and rods, in coil or otherwise, not less than six feet in length, or brass in strips, sheets, or plates, not polished, planished, or coated.

Cream separators of every description, and parts thereof imported for repair of the foregoing.

Rolled iron or steel sheets or plates, number fourteen gauge or thinner, galvanized or coated in zinc, tin or other metal, or not.

Crucible, cast-steel wire, valued at not less than six cents per pound.

Galvanized iron or steel wire, curved or not, numbers nine, twelve, and thirteen wire gauge.

Typecasting and typsetting machines and parts thereof, adapted for use in printing offices.

Barbed fencing wire or iron or steel, galvanized or not.

Coke.

Rolled round wire rods in the coil, of iron or steel, not over three-eights of an inch in diameter, and not smaller than number six wire gauge.

Section 2.—Pulp of wood mechanically ground, pulp of wood, chemical, bleached, or unbleached; news print paper, and other paper, and paper board, manufactured from mechanical wood pulp or from chemical wood pulp, or of which such pulp is the component material of chief value, coloured in the pulp, or not coloured, and valued at not more than four cents per pound, not including printed or decorated wall paper, being the products of Canada, when imported therefrom directly into the United States, shall be admitted free of duty, on the condition precedent that no export duty, export license fee, or other export charge of any kind whatsoever (whether in the form of additional charge or license fee or otherwise), or any prohibition or restriction in any way of the exportation (whether by law, order, regulation, contractual relation, or otherwise, directly or indirectly), shall have been imposed upon such paper, board, or wood pulp, or the wood used in the manufacture of such paper, board, or wood pulp, or the wood pulp used in the manufacture of such paper or board.

Passed the House of Representatives, February 14, 1911.

Attest:

A. McDOWELL,

Clerk.

CANADIAN RECIPROCITY.

SPECIAL MESSAGE.

To the Senate and House of Representatives:

In my annual message of December 6, 1910, I stated that the policy of broader and closer trade relations with the Dominion of Canada, which was initiated in the adjustment of the maximum and minimum provisions of the Tariff Act of August 5, 1909, had proved mutually beneficial and that it justified further efforts for the readjustment of the commercial relations of the two countries. I also informed you that, by my direction, the Secretary of State had dispatched two representatives of the Department of State as special commissioners to Ottawa to confer with representatives of the Dominion Government, that they were authorized to take steps to formulate a reciprocal trade agreement, and that the Ottawa conferences thus begun had been adjourned to be resumed in Washington.

On the 7th of the present month two cabinet ministers came to Washington as representatives of the Dominion Government, and the conferences were continued between them and the Secretary of State. The result of the negotiations was that on the 1st instant a reciprocal trade agreement was reached, the text of which is herewith transmitted with accompanying correspondence and other data.

One by one the controversies resulting from the uncertainties which attended the partition of British territory on the American continent at the close of the revolution, and which were inevitable under the then conditions, have been eliminated—some by arbitration and some by direct negotiation. The merits of these disputes, many of them extending through a century, need not now be reviewed. They related to the settlement of boundaries, the definition of rights of navigation, the interpretation of treaties, and many other subjects.

Through the friendly sentiments, the energetic efforts, and the broadly patriotic views of successive administrations, and especially of that of my immediate predecessor, all these questions have been settled. The most acute related to the Atlantic fisheries, and this long-standing controversy, after amicable negotiation, was referred to The Hague Tribunal. The judgment of that august international court has been accepted by the people of both countries and a satisfactory agreement in pursuance of the judgment has ended completely the controversy. An equitable arrangement has recently been reached between our Interstate Commerce Commission and the

similar body in Canada in regard to through rates on the transportation lines between the two countries.

The path having been thus opened for the improvement of commercial relations, a reciprocal trade agreement is the logical sequence of all that has been accomplished in disposing of matters of a diplomatic and controversial character. The identity of interest of two peoples linked together by race, language, political institutions, and geographical proximity offers the foundation. The contribution to the industrial advancement of our own country by the migration across the boundary of the thrifty and industrious Canadians of English, Scotch, and French origin is now repaid by the movement of large numbers of our own sturdy farmers to the northwest of Canada, thus giving their labour, their means, and their experience to the development of that section, with its agricultural possibilities.

The guiding motive in seeking adjustment of trade relations between two countries so situated geographically should be to give play to productive forces as far as practicable, regardless of political boundaries. While equivalency should be sought in an arrangement of this character, an exact balance of financial gain is neither imperative nor attainable No yardstick can measure the benefits to the two peoples of this freer commercial intercourse and no trade agreement should be judged wholly by custom house statistics.

We have reached a stage in our own development that calls for a statesmanlike and broad view of our future economic status and its requirements. We have drawn upon our natural resources in such a way as to invite attention to their necessary limit This has properly aroused effort to conserve them, to avoid their waste, and to restrict their use to our necessities. We have so increased in population and in our consumption of food products and the other necessities of life, hitherto supplied largely from our own country, that unless we materially increase our production we can see before us a change in our economic position, from that of a country selling to the world food and natural products of the farm and forest, to one consuming and importing them. Excluding cotton, which is exceptional, a radical change is already shown in our exports in the falling off in the amount of our agricultural products sold abroad and a corresponding marked increase in our manufactures exported. A farsighted policy requires that if we can enlarge our supply of natural resources, and especially of food products and the necessities of life, without substantial injury to any of our producing and manufacturing classes, we should take steps to do so now. We have on the north of us a country contiguous to ours for three thousand miles, with natural resources of the same character as ours which have not been drawn upon as ours have been, and in the development of which the conditions as to wages and character of the wage earner and transportation to market differ but little from those prevailing with us. The difference is not greater than it is between different States of our own country or between different provinces of the Dominion of Canada. Ought we not, then, to arrange a commercial agreement with Canada, if we can, by which we shall have direct access to her great supply of natural products without an obstructing or prohibitory tariff? This is not a violation of the protective principle, as that has been authoritatively announced by those who uphold it, because that principle does not call for a tariff between this country and one whose conditions as to production, population, and wages are so like ours, and when our common boundary line of three thousand miles in itself must make a radical distinction between our commercial treatment of Canada and of any other country.

The Dominion has greatly prospered. It has an active, aggressive, and intelligent people. They are coming to the parting of the ways. They must soon decide whether they are to regard themselves as isolated permanently from our markets by a perpetual wall or whether we are to be commercial friends. If we give them reason to take the former view, can we complain if they adopt methods denying access to certain of our natural resources except upon conditions quite unfavourable to us? A

notable instance of such a possibility may be seen in the conditions surrounding the supply of pulp wood and the manufacture of print paper, for which we have made a conditional provision in the agreement, believed to be equitable. Should we not now, therefore, before their policy has become too crystalized and fixed for change, meet them in a spirit of real concession, facilitate commerce between the two countries and thus partly increase the natural resources available to our people?

I do not wish to hold out the prospect that the unrestricted interchange of food products will greatly and at once reduce their cost to the people of this country. Moreover, the present small amount of Canadian surplus for export as compared with that of our own production and consumption would make the reduction gradual. Excluding the element of transportation, the price of staple food products, especially of cereals, is much the same the world over, and the recent increase in price has been the result of a world-wide cause. But a source of supply as near as Canada would certainly help to prevent speculative fluctuations, would steady local price movements, and would postpone the effect of a further world increase in the price of leading commodities entering into the cost of living, if that be inevitable.

In the reciprocal trade agreement numerous additions are made to the free list, These include not only food commodities, such as cattle, fish, wheat and other grains, fresh vegetables, fruits, and dairy products, but also rough lumber and raw materials useful to our own industries. Free lumber we ought to have. By giving our people access to Canadian forests we shall reduce the consumption of our own, which, in the hands of comparatively few owners, now have a value that requires the enlargement of our available timber resources.

Natural, and especially food, products being placed on the free list, the logical development of a policy of reciprocity in rates on secondary food products, or foodstuffs partly manufactured, is, where they cannot also be entirely exempted from duty, to lower the duties in accord with the exemption of the raw material from duty. This has been followed in the trade agreement which has been negotiated. As an example, wheat is made free and the rate on flour is equalized on a lower basis. In the same way, live animals being made free, the duties on fresh meats and on secondary meat products and on canned meats are substantially lowered. Fresh fruits and vegetables being placed on the free list, the duties on canned goods of these classes are reduced.

Both countries in their industrial development have to meet the competition of lower priced labour in other parts of the world. Both follow the policy of encouraging the development of home industries by protective duties within reasonable limits. This has made it difficult to extend the principle of reciprocal rates to many manufactured commodities, but after much negotiation and effort we have succeeded in doing so in various and important instances.

The benefit to our widespread agricultural implement industry from the reduction of Canadian duties in the agreement is clear. Similarly the new, widely distributed and expanding motor vehicle industry of the United States is given access to the Dominion market on advantageous terms.

My purpose in making a reciprocal trade agreement with Canada has been not only to obtain one which would be naturally advantageous to both countries, but one which also would be truly national in its scope as applied to our own country and would be of benefit to all sections. The currents of business and the transportation facilities that will be established forward and back across the border cannot but inure to the benefit of the boundary States. Some readjustments may be needed, but in a very short period the advantage of the free commercial exchange between communities separated only by short distances will strikingly manifest itself. That the broadening of the sources of food supplies, that the opening of the timber resources of the Dominion to our needs, that the addition to the supply of raw materials will be limited to no particular section does not require demonstration. The same observa-

tion applies to the markets which the Dominion offers us in exchange. As an illustration, it has been found possible to obtain free entry into Canada for fresh fruits and vegetables—a matter of special value to the South and to the Pacific coast in disposing of their products in their season. It also has been practicable to obtain free entry for the cottonseed oil of the South—a most important product with a rapidly expanding consumption in the Dominion.

The entire foreign trade of Canada in the last fiscal year, 1910, was $655,000,000. The imports were $376,000,000, and of this amount the United States contributed more than $223,000,000. The reduction in the duties imposed by Canada will largely increase this amount and give us even a larger share of her market than we now enjoy, great as that is.

The data accompanying the text of the trade agreement exhibit in detail the facts which are here set forth briefly and in outline only. They furnish full information on which the legislation recommended may be based. Action on the agreement submitted will not interfere with such revision of our own tariff on imports from all countries as Congress may decide to adopt.

Reciprocity with Canada must necessarily be chiefly confined in its effect on the cost of living to food and forest products. The question of the cost of clothing as affected by duty on textiles and their raw materials, so much mooted, is not within the scope of an agreement with Canada because she raises comparatively few wool sheep, and her textile manufactures are unimportant.

This trade agreement, if entered into, will cement the friendly relations with the Dominion which have resulted from the satisfactory settlement of the controversies that have lasted for a century, and further promote good feeling between kindred peoples. It will extend the market for numerous products of the United States among the inhabitants of a prosperous neighbouring country with an increasing population and an increasing purchasing power. It will deepen and widen the sources of food supply in contiguous territory, and will facilitate the movement and distribution of these foodstuffs.

The geographical proximity, the closer relation of blood, common sympathies, and identical moral and social ideas furnish very real and striking reasons why this agreement ought to be viewed from a high plane.

Since becoming a nation, Canada has been our good neighbour, immediately contiguous across a wide continent without artificial or natural barrier except navigable waters used in common.

She has cost us nothing in the way of preparations for defense against her possible assault, and she never will. She has sought to agree with us quickly when differences have disturbed our relations. She shares with us common traditions and aspirations. I feel I have correctly interpreted the wish of the American people by expressing in the arrangement now submitted to Congress for its approval, their desire for a more intimate and cordial relationship with Canada. I therefore earnestly hope that the measure will be promptly enacted into law.

WM. H. TAFT.

THE WHITE HOUSE, January 26, 1911.

CORRESPONDENCE EMBODYING AN AGREEMENT BETWEEN THE DEPARTMENT OF STATE AND THE CANADIAN GOVERNMENT IN REGARD TO RECIPROCAL TARIFF LEGISLATION AND STATISTICAL DATA TO SHOW THE EFFECT OF THE AGREEMENT UPON THE COMMERCE AND REVENUES OF THE UNITED STATES AND THE DOMINION OF CANADA.

Letter from the Canadian Ministers to the Secretary of State, with schedules annexed.

WASHINGTON, January 21, 1911.

DEAR MR. SECRETARY,—1. The negotiations initiated by the President several months ago, through your communication to His Excellency the British Ambassador, respecting a reciprocal tariff arrangement between the United States and Canada, and since carried on directly between representatives of the Governments of the two countries, have now, we are happy to say, reached a stage which gives reasonable assurance of a conclusion satisfactory to both countries.

2. We desire to set forth what we understand to be the contemplated arrangement and to ask you to confirm it.

3. It is agreed that the desired tariff changes shall not take the formal shape of a treaty, but that the Governments of the two countries will use their utmost efforts to bring about such changes by concurrent legislation at Washington and Ottawa.

4. The Governments of the two countries having made this agreement from the conviction that, if confirmed by the necessary legislative authorities, it will benefit the people on both sides of the border line, we may reasonably hope and expect that the arrangement, if so confirmed, will remain in operation for a considerable period. Only this expectation on the part of both Governments would justify the time and labour that have been employed in the maturing of the proposed measures. Nevertheless, it is distinctly understood that we do not attempt to bind for the future the action of the United States Congress or the Parliament of Canada, but that each of these authorities shall be absolutely free to make any change of tariff policy or of any other matter covered by the present arrangement that may be deemed expedient. We look for the continuance of the arrangement, not because either party is bound to it, but because of our conviction that the more liberal trade policy thus to be established will be viewed by the people of the United States and Canada as one which will strengthen the friendly relations now happily prevailing and promote the commercial interest of both countries.

5. As respects a considerable list of articles produced in both countries, we have been able to agree that they shall be reciprocally free. A list of the articles to be admitted free of duty into the United States when imported from Canada, and into Canada when imported from the United States, is set forth in Schedule A.

6. As respects another group of articles, we have been able to agree upon common rates of duty to be applied to such articles when imported into the United States. A list of these articles, with the rates of duty, is set forth in Schedule B.

7. In a few instances it has been found that the adoption of a common rate will be inconvenient and therefore exceptions have to be made.

8. Schedule C specifies articles upon which the United States will levy the rates therein set forth when such articles are imported from Canada.

9. Schedule D specifies articles upon which Canada will levy the rates therein set forth when such articles are imported from the United States.

10. With respect to the discussions that have taken place concerning the duties upon the several grades of pulp, printing paper, &c.—mechanically ground wood pulp, chemical wood pulp, bleached and unbleached, news printing paper and other printing paper and board made from wood pulp, of the value not exceeding four cents per pound at the place of shipment—we note that you desire to provide that such articles from Canada shall be made free of duty in the United States only upon certain conditions respecting the shipment of pulp wood from Canada. It is necessary that we should point out that this is a matter in which we are not in a position to make any agreement. The restrictions at present existing in Canada are of a Provincial character. They have been adopted by several of the Provinces with regard to what are believed to be Provincial interests. We have neither the right nor the desire to interfere with the Provincial authorities in the free exercise of their constitutional powers in the administration of their public lands. The provisions you are proposing to make respecting the conditions upon which these classes of pulp and paper may be imported into the United States free of duty must necessarily be for the present inoperative. Whether the Provincial Governments will desire to in any way modify their regulations with a view to securing the free admission of pulp and paper from their Provinces into the market of the United States, must be a question for the Provincial authorities to decide. In the meantime, the present duties on pulp and paper imported from the United States into Canada will remain. Whenever pulp and paper of the classes already mentioned are admitted into the United States free of duty from all parts of Canada, then similar articles, when imported from the United States, shall be admitted into Canada free of duty.

11. The tariff changes proposed might not alone be sufficient to fully bring about the more favourable conditions which both parties desire. It is conceivable that Customs regulations which are deemed essential in some cases might operate unfavourably upon the trade between the United States and Canada and that such regulations, if made without due regard to the special conditions of the two countries, might to some extent defeat the good purpose of the present arrangement. It is agreed that the utmost care shall be taken by both Governments to see that only such Customs regulations are adopted as are reasonably necessary for the protection of the treasury against fraud; that no regulation shall be made or maintained which unreasonbly hampers the more liberal exchange of commodities now proposed; that representations on either side as to the unfavourable operation of any regulation will receive from the other all due consideration, with the earnest purpose of removing any just cause of complaint; and that, if any further legislation is found necessary to enable either Government to carry out the purpose of this provision, such legislation will be sought from Congress or Parliament as the case may be.

12. The Government of Canada agree that, until otherwise determined by them, the licenses hitherto issued to United States fishing vessels under provisions of section 3 of chapter 47 of the Revised Statutes of Canada, granting to such vessels certain privileges on the Atlantic coast of Canada shall continue to be issued and that the fee to be paid to the Government of Canada for such license by the owner or commander of any such United States vessel shall hereafter be one dollar per annum.

13. It is understood that upon a day and hour to be agreed upon between the two Governments the President of the United States will communicate to Congress the conclusions now reached, and recommend, the adoption of such legislation as may be necessary on the part of the United States to give effect to the proposed arrangement.

14. It is understood that simultaneously with the sending of such communication to the United States Congress by the President, the Canadian Government will communicate to the Parliament of Canada the conclusions now reached and will there-

upon take the necessary steps to procure such legislation as is required to give effect to the proposed arrangement.

15. Such legislation on the part of the United States may contain a provision that it shall not come into operation until the United States Government are assured that corresponding legislation has been or will be passed by the Parliament of Canada; and in like manner the legislation on the part of Canada may contain a provision that it shall not come into operation until the Government of Canada are assured that corresponding legislation has been passed or will be passed by the Congress of the United States.

Yours faithfully,

W. S. FIELDING.

WM. PATERSON.

The Honourable P. C. KNOX,
Secretary of State, Washington, D.C.

SCHEDULE A.—Articles the growth, product or manufacture of the United States to be admitted into Canada free of duty when imported from the United States, and reciprocally articles the growth, product or manufacture of Canada to be admitted into the United States free of duty when imported from Canada.

Live animals, viz.: Cattle, horses and mules, swine, sheep, lambs, and all other live animals.

Poultry, dead or alive.

Wheat, rye, oats, barley, and buckwheat; dried peas and beans, edible.

Corn, sweet corn, or maize (except into Canada for distillation).

Hay, straw, and cow peas.

Fresh vegetables, viz.: Potatoes, sweet potatoes, yams, turnips, onions, cabbages, and all other vegetables in their natural state.

Fresh fruits, viz.: Apples, pears, peaches, grapes, berries, and all other edible fruits in their natural state.

Dried fruits, viz.: Apples, peaches, pears, and apricots, dried, dessicated or evaporated.

Dairy products, viz.: Butter, cheese, and fresh milk and cream. Provided, That cans actually used in the transportation of milk or cream may be passed back and forth between the two countries free of duty, under such regulations as the respective governments may prescribe.

Eggs of barnyard fowl, in the shell.

Honey.

Cotton-seed oil.

Seeds, viz.: Flaxseed or linseed, cotton seed, and other oil seeds; grass seed, including timothy and clover seed; garden, field, and other seed not herein otherwise provided for, when in packages weighing over one pound each (not including flower seeds).

Fish of all kinds, fresh, frozen, packed in ice, salted or preserved in any form, except sardines and other fish preserved in oil; and shell fish of all kinds, including oysters, lobsters and clams in any state, fresh or packed, and coverings of the foregoing.

Seal, herring, whale, and other fish oil, including cod oil.

Salt.

Mineral waters, natural, not in bottles or jugs.

Timber, hewn, sided or squared otherwise than by sawing, and round timber used for spars or in building wharfs.

Sawed boards, planks, deals and other lumber, not further manufactured than sawed.

Paving posts, railroad ties, and telephone, trolley, electric light and telegraph poles of cedar or other woods.

Wooden staves of all kinds, not further manufactured than listed or jointed, and stave bolts.

Pickets and palings.

Plaster rock or gypsum, crude, not ground.

Mica, unmanufactured or rough trimmed only, and mica ground or bolted.

Feldspar, crude, powdered or ground.

Asbestos not further manufactured than ground.

Fluorspar, crude, not ground.

Glycerine, crude, not purified.

Talc, ground, bolted or precipitated, naturally or artifically, not for toilet use.

Sulphate of soda, or salt cake; and soda ash.

Extracts of hemlock bark.

Carbon electrodes.

Brass in bars and rods, in coil or otherwise, not less than six feet in length, or brass in strips, sheets or plates, not polished, planished or coated.

Cream separators of every description, and parts thereof imported for repair of the foregoing.

Rolled iron or steel sheets, or plates, number fourteen gauge or thinner, galvanized or coated with zinc, tin or other metal, or not.

Crucible cast steel wire, valued at not less than six cents per pound.

Galvanized iron or steel wire, curved or not, numbers nine, twelve, and thirteen wire gauge.

Typecasting and typesetting machines and parts thereof, adapted for use in printing offices.

Barbed fencing wire of iron or steel, galvanized or not.

Coke.

Rolled round wire rods in the coil, of iron or steel, not over three-eights of an inch in diameter, and not smaller than number six wire gauge.

Pulp of wood mechanically ground; pulp of wood, chemical, bleached or unbleached; news print paper, and other paper, and paper board, manufactured from mechanical wood pulp or from chemical wood pulp, or of which such pulp is the component material of chief value, coloured in the pulp, or not coloured, and valued at not more than four cents per pound, not including printed or decorated wall paper.

Provided, That such paper and board, valued at four cents per pound or less, and wood pulp, being the products of Canada, when imported therefrom directly into the United States, shall be admitted free of duty, on the condition precedent that no export duty, export license fee, or other export charge of any kind whatsoever (whether in the form of additional charge or license fee or otherwise) or any prohibition or restriction in any way of the exportation (whether by law, order, regulation, contractual relation, or otherwise, directly or indirectly) shall have been imposed upon such paper, board, or wood pulp, or the wood used in the manufacture of such paper, board or wood pulp, or the wood pulp used in the manufacture of such paper or board;

Provided also, That such wood pulp, paper or board, being the products of the United States, shall only be admitted free of duty into Canada from the United States when such wood pulp, paper or board, being the products of Canada, are admitted from all parts of Canada free of duty into the United States.

NOTE.—It is understood that fresh fruits to be admitted free of duty into the United States from Canada do not include lemons, oranges, limes, grapefruit, shaddocks, pomelos, or pineapples.

It is also understood that fish oil, whale oil, seal oil and fish of all kinds, being the product of fisheries carried on by the fishermen of the United States shall be admitted into Canada as the product of the United States, and similarly that fish oil, whale oil, seal oil and fish of all kinds, being the product of fisheries carried on by the fishermen of Canada, shall be admitted into the United States as the product of Canada.

SCHEDULE B.—Articles the growth, product or manufacture of the United States to be admitted into Canada at the undermentioned rates of duty when imported from the United States; and reciprocally the same articles the growth, product or manufacture of Canada to be admitted into the United States at identical rates of duty when imported from Canada.

Articles.	Rates of duties.
Fresh meats, viz: beef, veal, mutton, lamb, pork and all other fresh or refrigerated meats excepting game.....per pound	One and one-quarter cents.
Bacon and hams, not in tins or jars.....per pound	One and one-quarter cents.
Meats of all kinds, dried, smoked, salted, in brine, or prepared or preserved in any manner, not otherwise herein provided for.....per pound	One and one-quarter cents.
Canned meats and canned poultry	Twenty per cent ad valorem.
Extract of meat, fluid or not	Twenty per cent ad valorem.
Lard, and compounds thereof, cottolene and cotton stearine, and animal stearine.....per pound	One and one-quarter cents.
Tallow.....per 100 pounds	Forty cents.
Egg yolk, egg albumen and blood albumen	Seven and one-half per cent ad valorem.
Fish (except shell fish) by whatever name known, packed in oil, in tin boxes or cans, including the weight of the package:	
(a) When weighing over twenty ounces and not over thirty-six ounces each.....per package	Five cents.
(b) When weighing over twelve ounces and not over twenty ounces each.....per package	Four cents.
(c) When weighing twelve ounces each or less. per package	Two cents.
(d) When weighing thirty-six ounces each or more, or when packed in oil, in bottles, jars or kegs	Thirty per cent ad valorem.
Tomatoes and other vegetables, including corn, in cans or other air-tight packages, and including the weight of the package.....per pound	One and one-quarter cents.
Wheat flour and semolina, and rye flour, per barrel of 196 pounds	Fifty cents.
Oatmeal and rolled oats, including the weight of paper covering.....per 100 pounds	Fifty cents.
Corn meal.....per 100 pounds	Twelve and one-half cents.
Barley malt.....per 100 pounds	Forty-five cents.
Barley, pot, pearled and patent.....per pound	One-half cent.
Buckwheat flour or meal.....per pound	One-half cent.
Split peas, dried.....per bushel of 60 pounds	Seven and one-half cents.
Prepared cereal foods, not otherwise provided for herein	Seventeen and one-half per cent ad valorem.
Bran, middlings and other offals of grain used for animal food, per 100 pounds	Twelve and one-half cents.
Macaroni and vermicelli.....per pound	One cent.
Biscuits, wafers and cakes, when sweetened with sugar, honey, molasses or other material	Twenty-five per cent ad valorem.
Biscuits, wafers, cakes and other baked articles composed in whole or in part of eggs or any kind of flour or meal when combined with chocolate, nuts, fruits or confectionery; also candied peel, candied pop-corn, candied nuts, candied fruits, sugar candy, and confectionery of all kinds	Thirty-two and one-half per cent ad valorem
Maple sugar and maple syrup.....per pound	One cent.
Pickles, including pickled nuts; sauces of all kinds, and fish paste or sauce	Thirty-two and one-half per cent ad valorem.
Cherry juice and prune juice, or prune wine, and other fruit juices, and fruit syrup, non-alcoholic	Seventeen and a half per cent ad valorem.
Mineral waters and imitations of natural mineral waters, in bottles or jugs	Seventeen and a half per cent ad valorem.
Essential oils	Seven and a half per cent ad valorem.
Grape vines; gooseberry, raspberry and currant bushes	Seventeen and a half per cent ad valorem.
Farm wagons, and finished parts thereof	Twenty-two and a half per cent ad valorem.
Ploughs, tooth and disc harrows, harvesters, reapers, agricultural drills and planters, mowers, horse-rakes, cultivators, threshing machines, including windstackers, baggers, weighers, and self-feeders therefor, and finished parts thereof imported for repair of the foregoing	Fifteen per cent ad valorem.

SCHEDULE B.—Articles the growth, product or manufacture of the United States to be admitted into Canada, &c.—*Continued.*

Articles.	Rates of duties.
Portable engines with boilers, in combination, horse powers and traction engines, for farm purposes; hay loaders, potato diggers, fodder or feed cutters, grain crushers, fanning mills, hay tedders, farm or field rollers, manure spreaders; weeders and windmills; and finished parts thereof imported for repair of the foregoing, except shafting	Twenty per cent ad valorem.
Grindstones of sandstone, not mounted, finished or not, per 100 pounds	Five cents.
Freestone, granite, sandstone, limestone, and all other monumental or building stone, except marble, bracchia, and onyx, unmanufactured, or not dressed, hewn or polished	Twelve and a half per cent ad valorem.
Roofing slates, per 100 square feet	Fifty-five cents.
Vitrified paving blocks, not ornamented or decorated in any manner, and paving blocks of stone	Seventeen and a half per cent ad valorem.
Oxide of iron, as a colour	Twenty-two and a half per cent ad valorem.
Asbestos further manufactured than ground; manufactures of asbestos, or articles of which asbestos is the component material of chief value, including woven fabrics wholly or in chief value of asbestos	Twenty-two and a half per cent ad valorem.
Printing ink	Seventeen and a half per cent ad valorem.
Cutlery, plated or not, viz, pocket knives, pen knives, scissors and shears, knives and forks for household purposes, and table steels	Twenty-seven and a half per cent ad valorem.
Bells and gongs; brass corners and rules for printers	Twenty-seven and a half per cent ad valorem.
Basins, urinals and other plumbing fixtures for bath rooms and lavatories; bath tubs, sinks and laundry tubs, of earthenware, stone, cement or clay, or of other material	Thirty-two and a half per cent ad valorem.
Brass band instruments	Twenty-two and a half per cent ad valorem.
Clocks, watches, time recorders, clock and watch keys, clock cases, and clock movements	Twenty-seven and a half per cent ad valorem.
Printers' wooden cases and cabinets for holding type	Twenty-seven and a half per cent ad valorem.
Wood flour	Twenty-two and a half per cent ad valorem.
Canoes and small boats of wood, not power boats	Twenty-two and a half per cent ad valorem.
Feathers, crude, not dressed, coloured or otherwise manufactured	Twelve and a half per cent ad valorem.
Antiseptic surgical dressings, such as absorbent cotton cotton wool, lint, lamb's wool, tow, jute, gauzes and oakum, prepared for use as surgical dressings, plain or medicated; surgical trusses, pessaries, and suspensory bandages of all kinds	Seventeen and a half per cent ad valorem.
Plate glass, not bevelled, in sheets or panes exceeding seven square feet each, and not exceeding twenty-five square feet each	Twenty-five per cent ad valorem.
Motor vehicles, other than for railways and tramways, and automobiles, and parts thereof, not including rubber tires	Thirty per cent ad valorem.
Iron or steel digesters for the manufacture of wood pulp	Twenty-seven and a half per cent ad valorem.
Musical instrument cases, fancy cases or boxes, portfolios, satchels, reticules, card cases, purses, pocket books, fly books for artificial flies, all the foregoing composed wholly or in chief value of leather	Thirty per cent ad valorem.

SCHEDULE C.—Articles the growth, product, or manufacture of Canada to be admitted into the United States at the undermentioned special rates of duty when imported from Canada.

Articles.	Rates of duties.
Aluminum in crude form.....per pound	Five cents.
Aluminum in plates, sheets, bars and rods.....per pound	Eight cents.
Laths.....per 1,000 pieces	Ten cents.
Shingles.....per thousand	Thirty cents.
Sawed boards, planks, deals and other lumber :	
Planed or finished on one side.....per M feet B. M.	Fifty cents.
Planed or finished on one side and tongued and grooved, or planed or finished on two sides.....per M. feet B. M.	Seventy-five cents.
Planed or finished on three sides, or planed and finished on two sides and tongued and grooved...per M feet B. M.	One dollar and twelve and a half cents.
Planed and finished on four sides.....per M. feet B. M.	One dollar and fifty cents.
And in estimating board measure under this schedule no deduction shall be made on board measure on account of planing, tonguing, and grooving.	
Iron ore, including manganiferous iron ore, and the dross or residuum from burnt pyrites.....per ton of 2,240 pounds	Ten cents.
Coal slack or culm, of all kinds, such as will pass through a half-inch screen.....per ton of 2,240 pounds	Fifteen cents.

SCHEDULE D.—Articles the growth, product, or manufacture of the United States to be admitted into Canada at the undermentioned special rates of duty when imported from the United States.

Articles.	Rates of duties.
Cement, Portland, and hydraulic or water lime in barrels, bags, or casks, the weight of the package to be included in the weight for duty.....per 100 pounds	Eleven cents.
Trees, viz : Apple, cherry, peach, pear, plum and quince, of all kinds, and small peach trees known as June buds.....each	Two and a half cents.
Condensed milk, the weight of the package to be included in the weight for duty.....per pound	Two cents.
Biscuits without added sweetening.....	Twenty per cent ad valorem.
Fruits in air-tight cans or other air-tight packages, the weight of the cans or other packages to be included in the weight for duty.....per pound	Two cents.
Peanuts, shelled.....per pound	One cent.
Peanuts, unshelled.....per pound	A half cent.
Coal, bituminous, round and run of mine, including bituminous coal such as will not pass through a three-quarter inch screen.....per ton	Forty-five cents.

SESSIONAL PAPER No. 82a

Reply of the Secretary of State.

WASHINGTON, January 21, 1911.

The Honourable W. S. FIELDING and
The Honourable WILLIAM PATERSON,
Washington.

GENTLEMEN,—I have the honour to acknowledge the receipt of your communication of this date in relation to the negotiations initiated by the President several months ago for a reciprocal trade arrangement between the United States and Canada, in which you set forth and ask me to confirm your understanding of the results of our recent conferences in continuation of these negotiations.

I take great pleasure in replying that your statement of the proposed arrangement is entirely in accord with my understanding of it.

It is a matter of some regret on our part that we have been unable to adjust our differences on the subject of wood pulp, pulp wood and print paper. We recognize the difficulties to which you refer growing out of the nature of the relations between the Dominion and Provincial Governments, and for the present we must be content with the conditional arrangement which has been proposed in Schedule A attached to your letter.

I fully appreciate the importance, to which you call attention, of not permitting a too rigid customs administration to interfere with the successful operation of our agreement, if it is approved by the Congress of the United States and the Parliament of Canada, and I desire to confirm your statement of our understanding on this point. I am satisfied that the spirit evinced on both sides gives assurance that every effort will be made to secure the full measure of benefit which is contemplated in entering into this arrangement.

The assurance that you give that the Dominion Government proposes to require only a nominal fee from the fishing vessels of the United States for the privileges in Canadian waters for which heretofore a charge of $1.50 per ton for each vessel has been required is most gratifying.

I heartily concur in your statement of the purposes inspiring the negotiations and in the views expressed by you as to the mutual benefits to be derived by both countries in the event our work is confirmed, and I take this opportunity to assure you, on behalf of the President, of his appreciation of the cordial spirit in which you have met us in these negotiations.

I have the honour to be, gentlemen, your obedient servant,

P. C. KNOX.

Acknowledgement of the Canadian Ministers.

WASHINGTON, D.C., January 21, 1911.

DEAR MR. SECRETARY,—We have received with much satisfaction your letter of this date in which you have confirmed our understanding of the arrangement which is being made between us respecting trade relations between the United States and Canada.

In bringing the negotiations to a close permit us to express our warmest appreciation of the spirit in which the whole subject has been dealt with by the President and yourself and of the unvarying courtesy which we have received in Washington from all the officials of your Government with whom we have been brought in contact.

Yours faithfully,

W. S. FIELDING.
WM. PATERSON

The Honourable P. C. KNOX,
Secretary of State, Washington, D.C.

TABLE A.—Articles included under the reciprocal trade agreement imported into the Dominion of Canada from the United States during the fiscal year ended March 31, 1910.

[Compiled by the Bureau of Trade Relations, Department of State, from 'Trade and Navigation, 1910,' issued by the Canadian Department of Customs.]

SCHEDULE A.

Articles the growth, product or manufacture of the United States to be admitted into Canada free of duty when imported from the United States, and reciprocally articles the growth, product of manufacture of Canada to be admitted into the United States free of duty when imported from Canada.

United States Tariff No.	Canadian Tariff No.	Articles.	United States Rates.	Canadian General Rates.	Proposed Reciprocal Rates.	Imports into Canada from the United States.		Customs Duties.	
						Quantity.	Value.	Now levied by Canada.	To be remitted by Canada.
							$	$ cts.	$ cts.
225	[1] Ex. 5	Cattle, less than 1 year old.	$2 each	25 per cent	Free				
...	...	Cattle, other, worth not over $14.	$3.75 each	"	"	1,012 head	25,150	6,287 50	6,287 50
...	...	Cattle, other, worth $14 or over.	27½ per cent	"	"				
227	Ex. 4	Horses over 1 year old, worth $50 or less.	$30 each	$12.50 each	"	86 head	3,600	1,075 00	1,075 00
...	Ex. 5								
...	...	Horses, other, worth $150 or less.	"	25 per cent	"	6,518 head	397,903	99,475 75	99,475 75
...	...	Horses, other, worth over $150.	25 per cent	"	"				
226	6	Hogs	$1.50 each	1½ cents per pound	"	2,760 pounds	2,140	41 40	41 40
228	Ex. 5	Sheep, 1 year old, or over	"	25 per cent	"	35,844 head	131,492	32,873 00	32,873 00
...	...	Sheep, less than 1 year old	75 cents each	"	"				
229	Ex. 5	All other live animals	20 per cent	"	"	...	88,886	22,221 50	22,221 50
289	Ex. 9	Poultry, dead	5 cents per pound	20 per cent	"	...	52,597	10,519 40	10,519 40
...	...	Poultry, alive	3 cents per pound	"	"	...	...	...	...
242	60	Wheat	25 cents per bushel	12 cents per bushel	"	54,964 bushels	55,139	6,595 68	6,595 68
Ex. 241	58	Rye	10 cents per bushel	10 cents per bushel	"	1,306 bushels	1,399	130 60	130 60

238		56	Oats	15 cents per bushel	"	"	23,361 bushels	13,833	2,336 10	2,336 10
230		52	Barley	30 cents per bushel	15 cents per bushel	"	164,532 bushels	99,810	24,679 80	24,679 80
Ex. 234		49	Buckwheat	15 cents per bushel	"	"	441 bushels	126	66 60	66 60
Ex. 262	Ex.	48	Edible dried peas	25 cents per bushel	"	"	12,875 bushels	35,406	1,931 25	1,931 25
249		47	Edible dried beans	40 cents per bushel	25 cents per bushel	"	3,157 bushels	55,806	5,789 25	5,789 25
235		55	Maize, not for distillation	15 cents per bushel	Free		6,585,803 bushels	4,636,133		
258	Ex.	69	Hay	$4 per ton	$2 per ton	"	680 tons	141,956	15,360 00	15,360 00
267	Ex.	69	Straw	$1.50 per ton	"	"	89 tons	1,880	178 00	178 00
Ex. 262	Ex.	48	Cowpeas	25 cents per bushel	15 cents per bushel	"				
265		83	Potatoes	"	20 cents per bushel	"	215,228 bushels	179,849	43,045 00	43,045 00
		84	Sweet potatoes and yams	"	10 cents per bushel	"	37,235 bushels	33,705	3,723 50	3,723 50
254	Ex.	87	Cabbages	2 cents each	30 per cent	"				
261	Ex.	87	Onions	40 cents per bushel	"	"				
Ex. 269		85	Tomatoes, fresh	25 per cent	"	"		652,009	195,602 70	195,602 70
	Ex.	87	All other fresh vegetables	"	"	"				
Ex. 274		92	Apples, fresh	25 cents per bushel	40 cents per barrel	"	59,071 barrels	261,792	23,628 40	23,628 40
	Ex.	95	Cherries, fresh	"	2 cents per pound	"	318,686 barrels	40,376	6,373 60	6,373 60
		102	Peaches, fresh	"	$1 per 100 pounds	"	1,797,066 pounds	155,139	47,970 66	47,970 66
	Ex.	95	Edible berries, fresh	1 cent per quart	2 cents per pound	"	2,503,594 pounds	210,796	50,071 88	50,071 88
276		100	Grapes	25 cents per cubic foot	"	"	2,137,500 pounds	112,218	42,750 00	42,750 00
Ex. 274	Ex.	96	Cranberries	25 per cent	25 per cent	"	40,854 bushels	91,754	22,938 50	22,938 50
		97a	Plums, fresh	25 cents per bushel	30 cents per bushel	"	69,529 bushels	158,756	20,858 70	20,858 70
	Ex.	95	Currants, fresh	1 cent per quart	2 cents per pound	"	505 pounds	42	10 10	10 10
		97	Quinces, apricots, pears and nectarines.	25 cents per bushel	50 cents per 100 pounds.	"	4,911,487 pounds	170,346	20,707 51	20,707 51
Ex. 571	Ex.	96	All other fresh fruits	Free	25 per cent	"		4,369	1,092 25	1,092 25
		98	Melons	"	3 cents each	"	704,766 (number?)	65,717	21,142 98	21,142 98
Ex. 274		93	Dried apples	2 cents per pound	25 per cent	"	79,705 pounds	6,461	1,615 25	1,615 25
			Other dried fruits	"	"	"	3,805,712 pounds	235,549	58,887 25	58,887 25
Ex. 245		18	Butter	6 cents per pound	4 cents per pound	"	61,081 pounds	16,163	2,443 24	2,443 24
Ex. 246		17	Cheese	"	3 cents per pound	"	215,681 pounds	45,287	6,470 43	6,470 43
247	Ex.	43	Fresh milk	2 cents per gallon	3¼ cents per pound	"				
	Ex.	43	Fresh cream	5 cents per gallon	"	"				
256		16	Eggs	5 cents per dozen	3 cents per dozen	"	750,476 dozen	177,577	22,514 28	22,514 28
259		108	Honey	20 cents per gallon	3 cents per pound		160,322	20,615	4,809 66	4,809 66
Ex. 639	Ex.	711	Cottonseed oil	Free	17½ per cent	"	2,092,732 gallons	895,693	179,138 60	179,138 60
Ex. 266		70	Flax seed	25 cents per bushel	10 cents per bushel	"	1,806 bushels	4,124	180 60	180 60
Ex. 668		71	Clover and timothy seed	Free	10 per cent	"		748,742	74,874 20	74,874 20
Ex. 266		71	Seed of beet, carrot, parsnip, turnip, etc.	1 cents per pound or free	Free	"	325,394 pounds	24,660		
		72	Seed of cabbage, kale, kohl-rabi.	8 cents per pound	10 per cent	"		250,919	25,091 90	25,091 90
			Other garden seeds and field seeds. (All seeds under Canadian 72 being in packages weighing over 1 pound each.)	10 cents per pound	"	"				

TABLE A.—Articles included under the reciprocal trade agreement imported into the Dominion of Canada from the United States during the fiscal year ended March 31, 1910—*Continued.*

SCHEDULE A—*Continued.*

United States Tariff No.	Canadian Tariff No.	Articles.	United States Rates.	Canadian General Rates.	Proposed Reciprocal Rates.	Imports into Canada from the United States.		Customs Duties.	
						Quantity.	Value.	Now Levied by Canada.	To be remitted by Canada.
							$ cts.	$ cts.	$ cts.
Ex. 273	Ex. 118	Cod, haddock, ling and pollock, fresh, imported otherwise than in barrels.	¾ cent per pound	1 cent per pound	Free	692,685 pounds	27,163	6,926 85	6,926 85
		Cod, haddock, ling and pollock, dry salted.	"	"	"	87,655 pounds	5,409	876 55	876 55
	Ex. 119	Cod, haddock, ling and pollock, smoked.	"	"	"	5,150 pounds	407	51 50	51 50
	Ex. 118	Halibut, fresh, not in barrels.	1 cent per pound	"	"	1,152,138 pounds.	53,769	11,521 38	11,... 8
Ex. 272		Herrings, fresh, not in barrels.	¼ cent per pound	"	"	2,150 pounds.	101	21 50	21 50
	116	Herrings, pickled or salted.	½ cent per pound	50 cents per 100 pounds.	"	114,468 pounds	5,706	572 34	572 34
Ex. 273	115	Mackerel, fresh or pickled.	1 cent per pound	1 cent per pound	"	6,642 pounds.	646	66 42	66 42
	Ex. 118	Sea fish, other, except preserved.	¾ cent per pound	"	"	44,631 pounds	3,607	446 31	446 31
Ex. 270	Ex. 123	Sea fish, other, preserved.	30 per cent	30 per cent	"	1,245 pounds	113	33 90	33 90
Ex. 273	117	Salmon, fresh, pickled, or salted.	1 cent per pound	1 cent per pound	"	873,270 pounds	21,149	8,732 70	8,732 70
	Ex. 119	Salmon, smoked	¾ cent per pound	"	"	8,503 pounds	1,438	85 03	85 03
Ex. 270	Ex. 123	Salmon, canned, prepared or preserved.	30 per cent	30 per cent	"	641 pounds	80	24 00	24 00
Ex. 273	Ex. 119	Fish, smoked	¾ cent per pound	1 cent per pound	"	17,930 pounds	1,391	179 30	179 30
		Fish, boneless	1¼ cents per pound	"	"				
	Ex. 118	Fish, all other, not in barrels or half barrels, fresh	¾ cent per pound	"	"	226,298 pounds	13,605	2,262 98	2,262 98
		Fish, all other, not in barrels or half barrels, pickled.	"	"	"	40,901 pounds	2,941	409 01	409 01

.. ..	.....	Fish, fresh or dried, imported in barrels or half barrels.	"	"	"	271,533 pounds. .	15,857	2,715 33	2,715 33
.....	.. ..	Fish, all other, pickled or salted, in barrels.	"	"	"	49,673 pounds....	1,455	496 73	496 73
Ex. 270	Ex. 123	Fish, prepared or preserved (canned).	30 per cent..	30 per cent.....	"	170,513 pounds...	17,793	5,337 90	5,337 90
.....	133	Other articles the produce of fisheries.	....	25 per cent.....	"	.....	27,904	6,976 00	6,976 00
Ex. 671	128	Oysters, fresh, in shell...	Free	"	"	4,150 barrels. ...	25,047	6,261 75	6,261 75
.....	124	Oysters, shelled, in bulk.	"	10 cents per gallon ..	"	226,104 gallons...	284,282	22,610 40	22,610 40
.....	125	Oysters in cans not over 1 pint.	"	3 cents per can ...	"	419,234 cans.....	41,017	12,577 02	12,577 02
.. ....	126	Oysters in cans over 1 pint and not over 1 quart.	"	5 cents per can	"	14,816 cans..... .	7,595	740 80	740 80
. .....	127	Oysters in cans over 1 quart.	"	5 cents per quart....	"	745 quarts..	321	37 25	37 25
.....	Ex. 123	Oysters prepared or preserved, n.o.p.	"	30 per cent.....	"	31,346 pounds....	3,189	956 70	956 70
.....	Ex. 128	Lobsters, fresh (not alive)	"	25 per cent.....	"	32 barrels.....	675	168 75	168 75
.....	Ex. 123	Lobsters, canned... .	"	30 per cent.....	"	120 pounds.... .	31	9 30	9 30
Ex. 40	Ex. 265	Fish oil, whale and spermaceti.	8 cents per gallon....	22½ per cent..... ..	"	5,281 gallons....	3,100	697 54	697 54
34	... .	Cod liver oil..	15 cents per gallon..	"	"	3,135 gallons... .	1,601	360 22	360 22
Ex. 40	.. ....	Fish oil, other	8 cents per gallon....	"	"	4,104 gallons.....	1,585	356 66	356 66
295	41	Salt, in bags, barrels and other packages.	11 cents per 100 pounds.	7½ cents per 100 pounds.	"	108,539 hundredweight	40,978	8,140 60	8,140 60
.....	42	Salt, in bulk....	7 cents per 100 pounds	5 cents per 100 pounds	"	232,743 hundredweight.	41,017	11,637 15	11,637 15
Ex. 312	154	Mineral waters, natural, not bottled.	8 cents per gallon. ..	Free.....	"	2,890 gallons.....	423	....	.....
Ex. 200	Ex. 500	Timber, hewn or sawn, squared or sided, or creosoted.	½ cent per cubic foot.	"	"	....	53,178	.....	.....
Ex. 201	Ex. 503	Planks and deals, not further manufactured than sawed :							
		Of cherry, chestnut, gumwood, hickory and whitewood.	$1.25 or 50 cents per M feet.	"	"	11,660,797 feet....	518,039	... .	.....
		Of oak	$1.25 per M feet	"	"	50,556,226 feet....	2,146,359	....	.....
		Of pitch pine...	"	"	"	42,340,756 "	1,028,483	.....	... .
		Of redwood.....	"	"	"	28,130 "	1,252	....	.....
		Of walnut.....	....	"	"	511,998 "	26,556	.....	....
		Of white ash.....	"	"	"	1,216,219 " ...	65,146	....	.....
		Pine and spruce clapboards.	"	"	"	118 M "	1,296	.....	....
Ex. 565 Ex. 204	Ex. 500	Fence posts and railroad ties. Telephone and telegraph poles, etc.	10 per cent.....	"	"	....	663,825	....	... .

TABLE A.—Articles included under the reciprocal trade agreement imported into the Dominion of Canada from the United States during the fiscal year ended March 31, 1910—*Continued.*

SCHEDULE A—*Concluded.*

United States Tariff No.	Canadian Tariff No.	Articles.	United States Rates.	Canadian General Rates.	Proposed Reciprocal Rates.	Imports into Canada from the United States.		Customs Duties.	
						Quantity.	Value.	Now Levied by Canada.	To be remitted by Canada.
							$ cts.	$ cts.	$ cts.
Ex. 208	Ex. 502	Staves, not further manufactured than listed or jointed.	35 per cent	Free	Free	4,782 M	149,553		
Ex. 206	Ex. 500*a*	Stave bolts (shingle bolts, etc.)	20 per cent	20 per cent	"		73,536		
Ex. 208	Ex. 503	Pickets and palings	10 per cent	Free	"				
Ex. 88	292	Gypsum, crude	30 cents per ton	"	"	3,736 hundredweight.	11,562		
Ex. 91	Ex. 711	Mica, unmanufactured	5 cents per pound + 20 per cent.	17½ per cent	"				
Ex. 626	Ex. 296	Feldspar, crude	Free	Free	"				
Ex. 95		Feldspar, ground	35 per cent	"	"		92,418		
501		Asbestos not further manufactured than ground.	Free	"	"				
Ex. 90	Ex. 296	Fluorspar, crude, not ground.	$3 per ton	"	"		[2]20,000		
Ex. 24	Ex. 711	Glycerine, crude, not purified.	1 cent per pound	17½ per cent	"	294,670 pounds	50,625	8,859 34	8,859 34
Ex. 95	Ex. 296	Talc, ground or bolted, not for toilet.	35 per cent	Free	"				
77	Ex. 210	Sulphate of soda, or salt cake.	$1 per ton	"	"				
Ex. 75	Ex. 210	Soda ash	¼ cent per pound	"	"	7,407,863 pounds	74,967		
Ex. 22	Ex. 203	Extract of hemlock bark.	½ "	"	"				
Ex. 95	315	Carbon electrodes	30 per cent	"	"				
Ex. 199	349	Brass in bars and rods,	45 per cent	10 per cent or free	"		19,867	1,986 70	1,986 70
Ex. 199	717	in coil, etc.							
Ex. 199	459	Cream separators and parts of.	"	Free	"		487,261		

Ex. 130, Ex. 127-8	Ex. 384	Tin plates, etc	1·2 cents per pound, or various.	5 per cent	"	"	59,685 hundred weight.	195,126	9,756 30	9,756 30
Ex. 135	403	Crucible cast-steel wire	Not less than 35 per cent.	"	"	"	51,989 pounds	8,425	421 25	421 25
Ex. 135	404	Galvanized iron or steel wire.	1·2 cents per pound, or not less than 35 per cent.	Free	"	"	641,413 hundredweight.	1,267,953		
Ex. 197	441	Typecasting and typesetting machines.	30 per cent	20 per cent	"	"	65 (number)	296,662	59,332 40	59,332 40
Ex. 135	Ex. 480	Barbed fencing wire	$\frac{3}{4}$ cent per pound	Free	"	"	326,817 hundredweight	708,800		
Ex. 428	Ex. 586	Coke	20 per cent	"	"	"	700,081 tons	1,689,938		
Ex. 134	171	Rolled round wire rods, iron or steel :								
		Valued at 4 cents or less per pound.	$\frac{3}{16}$ cent per pound	"	"	"	483,850 hundredweight.	652,335		
		Valued at over 4 cents per pound.	$\frac{6}{16}$ cent per pound	"	"	"				
406	Ex. 200	Wood pulp, mechanically ground.	Free or $\frac{1}{12}$ cent per pound.	25 per cent	"					
		Wood pulp, chemical, unbleached.	Free or $\frac{1}{8}$ cent per pound.	"	"			30,627	7,656 75	7,656 75
		Wood pulp, chemical, bleached.	Free or $\frac{1}{4}$ cent per pound.	"	"					
Ex. 409	196	Print paper, valued at not more than 2¼ cents per pound.	$\frac{3}{16}$ cent per pound	15 per cent	"		2,300 pounds	41	6 15	6 15
	Ex. 197	Print paper, other :								
		Valued above 2¼ cents and not above 2½ cents per pound.	$\frac{3}{16}$ cent per pound	24 per cent	"		3,615,881 pounds	234,699	58,674 75	58,674 75
		Valued above 2½ cents and not above 4 cents per pound.	$\frac{5}{16}$ cent per pound	25 per cent	"					
Ex. 415		Wrapping paper	35 per cent	"	"		1,611,080 pounds	57,706	14,426 50	14,426 50
Ex. 409		Paper, all kinds, "n.o.p."	"	"	"			[2]350,000	[2]87,500 00	[2]87,500 00
Ex. 415	Ex. 192	Cardboard, not pasted or coated.	"	"	"			22,866	5,716 50	5,716 50
		Totals, Schedule A						21,957,605	1,476,129 13	1,476,129 13

TABLE A.—Articles included under the reciprocal trade agreement imported into the Dominion of Canada from the United States during the fiscal year ended March 31, 1910—*Continued.*

SCHEDULE B.

Articles the growth, product or manufacture of the United States to be admitted into Canada at the undermentioned rates of duty when imported from the United States, and reciprocally the same articles the growth, product or manufacture of Canada to be admitted into the United States at identical rates of duty when imported from Canada.

United States Tariff No.	Canadian Tariff No.	Articles.	United States Rates.	Canadian General Rates.	Proposed Reciprocal Rates.	Imports into Canada from the United States.		Customs Duties.	
						Quantity.	Value.	Now Levied by Canada.	To be remitted by Canada.
							$ cts.	$ cts.	$ cts.
285	7	Mutton and lamb, fresh..	1½ cents per pound..	3 cents per pound...	1¼ cents per pound..	716,753 pounds...	68,606	21,502 59	12,543 18
.....	.....	Other fresh meats.....	" ..	"	" ..	276,654 pounds..	38,400	8,299 62	4,841 44
284	10	Bacon and hams	4 cents per pound....	2 cents per pound...	" ..	5,453,257 pounds..	816,042	109,065 14	40,899 42
Ex. 286	.....	Shoulders and sides....	25 per cent.....	" ...	" ..	.....	.....	.....	.....
.....	.....	Beef, salted, in barrels ..	"	" ...	" ..	5,445,272 pounds..	75,815	28,905 44	10,839 54
.....	.....	Pork, barreled, in brine .	"	" ...	" ..	1,900,138 pounds..	930,049	178,002 76	66,751 04
.....	.....	Dried or smoked meats and meats preserved in any other way than salted or pickled.	"	" ...	" ..	883,956 pounds...	85,914	11,679 12	4,379 67
.....	.....	Other meats, salted. ...	"	" ...	" ..	411,868 pounds...	50,101	8,237 28	3,088 98
.....	Ex. 8	Canned meats and canned poultry.	"	27½ per cent.	20 per cent.....	278,058 pounds...	44,986	12,371 30	3,374 30
287	Ex. 8	Extract of meat, not fluid	35 cents per pound..	"	"	.....	53,690	14,764 81	4,026 81
.....	.....	Extract of meat, fluid....	15 cents per pound..	25 per cent.....	"	.....			
288	Ex. 13	Lard.....	1½ cents per pound..	2 cents per pound...	1¼ cents per pound..	10,915,679 pounds	1,347,887	218,313 58	81,867 59
Ex. 3	.....	Lard compound and similar substances, cottolene and animal stearine...	25 per cent...	" ...	" ..	634,315 pounds...	62,918	12,686 30	4,757 36
Ex. 290	14	Tallow.....	½ cent per pound	20 per cent.. . .	40 cents per 100 po'ds	145,561 pounds...	12,636	2,527 20	1,944 96
Ex. 257	207	Egg yolk.....	25 per cent.....	10 per cent.....	7½ per cent.....	.....	13,437	1,343 70	32 00
.....	.....	Egg or blood albumen...	3 cents per pound...	"	"	.....	.....	.....	.....

Ex. 270	120	Sardines, anchovies, and other fish packed in oil, in tin boxes or cans :							
		(a) Packages over 20 ounces and not over 36 ounces	.....	6 cents per package.	5 cents per package..	34 packages.....	10	2 04	0 34
		(b) Packages over 12 ounces and not over 20 ounces.	... .	4½ cents per package.	4 cents per package..	3,003 packages...	625	135 13	15 02
		(c) Packages over 8 ounces and not over 12 ounces.	....	3½ cents per package.	2 cents per package..	6,019 packages...	899	210 66	90 28
		Packages 8 ounces or less.	.....	2½ cents per package.	" " ..	121,111 packages.	9,337	3,027 77	605 56
.....	121	*(d)* Fish in oil, other	... .	35 per cent.....	30 per cent.....	....	315	110 25	15 75
Ex. 252	86	Canned vegetables.....	40 per cent.....	1½ cents per pound..	1¼ cents per pound..	991,313 pounds...	69,585	14,869 72	2,478 28
243	61	Wheat flour and semolina	25 per cent.....	60 cents per barrel...	50 cents per barrel...	31,398 barrels....	156,001	18,838 80	3,139 80
Ex. 241	59	Rye flour.....	½ cent per pound....	50 cents per barrel...	" " ..	2,921 barrels.....	11,249	1,460 50	.. ..
Ex. 239	57	Oatmeal and rolled oats.	1 cent per pound....	60 cents per 100 pounds.	50 cents per 100 pounds.	9,260 pounds.....	403	55 56	9 26
236	53	Corn meal.....	40 cents per 100 pounds.	25 cents per barrel...	12½ cents per 100 pounds.	33,291 barrels....	106,322	8,322 75	166 45
231	Ex. 167	Barley malt..... ..	45 cents per bushel..	45 cents per 100 pounds.	45 cents per 100 pounds.	2,184,463 pounds.	57,306	9,829 97	....
232	Ex. 51	Barley, pot, pearled, etc.	2 cents per pound...	30 per cent.....	½ cent per pound....	47,575 pounds....	1,399	419 70	181 82
Ex. 234	50	Buckwheat flour or meal.	25 per cent.....	50 cents per 100 pounds.	" "	1,529 hundred weight.	5,051	764 47	....
Ex. 262	Ex. 48	Split peas.....	45 cents per bushel..	15 cents per bushel..	7½ cents per bushel..	... ...	.....	....	... .
Ex. 480	Ex. 45	Prepared cereal foods, packages not over 25 pounds.	20 per cent.....	25 per cent.....	17½ per cent.....	3,170,957 pounds.	212,021	53,005 25	15,901 58
..... .	46	Prepared cereal foods, other.	"	20 per cent.....	"	.. ..	28,841	5,768 20	721 03
Ex. 480	Ex. 711	Bran, mill feed, and middlings.	"	17½ per cent.....	12½ cents per 100 pounds.	..... .	218,222	43,644 40	16,366 65
237	67	Macaroni and vermicelli .	1½ cents per pound..	$1.25 per 100 pounds.	1 cent per pound....	794,253 pounds...	37,641	9,928 16	1,985 63
Ex. 244	66	Biscuits, sweetened, worth 15 cents per pound or less.	3 cents per pound plus 15 per cent...	27½ per cent.....	25 per cent.....	}			
.....	.....	Biscuits, sweetened, worth over 15 cents per pound,	50 per cent.....	"	"	} 70,196 pounds.	7,840	2,156 60	196 00

TABLE A.—Articles included under the reciprocal trade agreement imported into the Dominion of Canada from the United States during the fiscal year ended March 31, 1910—*Continued.*

SCHEDULE B—*Continued.*

United States Tariff No.	Canadian Tariff No.	Articles.	United States Rates	Canadian General Rates.	Proposed Reciprocal Rates.	Imports into Canada from the United States.		Customs Duties.	
						Quantity.	Value.	Now levied by Canada.	To be remitted by Canada.
							$	$ cts.	$ cts.
Ex. 244 Ex. 274	141	Biscuits, cakes, etc., combined with chocolate, nuts, confectionery, etc.:							
		Worth 15 cents per pound or less.	3 cents per pound plus 15 per cent.	35 per cent	32½ per cent				
		Worth over 15 cents per pound.	50 per cent	"	"				
Ex. 278		Candied lemon or orange peel.	2 cents per pound	"	"	878,941 pounds.	130,676	45,736 60	3,266 90
		Candied citron peel	4 cents per pound	"	"				
219		Confectionery:							
		Worth 15 cents per pound or less.	4 cents per pound plus 15 per cent.	"	"				
		Worth over 15 cents per pound.	50 per cent	"	"				
Ex. 217	138	Maple sugar and maple syrup.	4 cents per pound	20 per cent	1 cent per pound	7,057 pounds	717	143 40	72 83
253	88	Pickles, in bottles, jars, etc.	40 per cent	35 per cent	32½ per cent	18,738 gallons	17,188	6,015 80	439 00
		Pickles, in bulk	"	"	"	58,661 gallons	8,187	2,805 45	204 68
		Sauces and catsups, in bottles.	"	"	"	39,810 gallons	48,023	16,808 05	1,200 58
		Sauces and catsups, in bulk.	"	"	"	20,905 gallons	6,292	2,202 20	157 30
		Soy	"	"	"	277 gallons	123	43 05	3 08
Ex. 310	152	Fruit juices, non-alcoholic	70 cents per gallon	20 per cent	17½ per cent	14,990 gallons	18,229	3,645 80	455 72

Ex. 312	Ex. 711	Mineral waters and aerated waters:							
		In bottles not over 1 pint.	20 cents per dozen...	17½ per cent.....	17½ per cent.....	}			
		In bottles over 1 pint but not over 1 quart	30 " . .	"	"	}	66,031	13,206 20	.....
		In bottles over 1 quart	24 cents per gallon ..	"	"	}			
Ex. 3	264	Essential oils..... ...	25 por cent.....	10 per cent.....	7½ per cent	163,644 pounds...	128,442	12,844 20	3,211 05
Ex. 264	Ex. 82	Grapevines....	"	20 per cent..... ...	17½ "	26,736 (number)..	809	161 80	20 22
.....	.....	Gooseberry bushes.....	"	"	"	99,717 (number)..	6,004	1,200 80	150 10
.....	.....	Raspberry bushes.....	"	"	"	183,031 (number).	2,360	472 00	59 00
.....	.....	Currant bushes.....	"	"	"	119,645 (number).	2,807	561 40	70 18
Ex. 215	Ex. 591	Farm wagons..... ...	35 per cent..... .	25 per cent.....	22½ per cent.....	5,379 (number)...	217,676	54,417 50	5,441 75
Ex. 476	Ex. 446	Ploughs	15 per cent.....	20 "	15 "	26,657 (number)..	952,660	190,532 00	47,633 00
... ...	.....	Harrows	"	20 "	"	8,982 (number)...	113,814	22,762 80	5,690 70
.....	Ex. 445	Harvesters.....	"	17½ per cent.....	"	1,481 (number)...	165,759	29,007 89	4,143 98
.....	.....	Reapers.....	"	"	"	161 (number)-....	8,350	1,461 28	208 75
.....	Ex. 446	Seed drills.....	"	20 per cent.....	"	5,423 (number)...	218,480	43,696 00	10,924 00
.....	Ex. 445	Mowers	"	17½ per cent.....	"	1,431 (number)...	62,978	11,021 27	1,574 45
.....	Ex. 446	Horserakes.....	"	20 per cent	"	1,252 (number)...	30,758	6,151 60	1,537 60
.....	.....	Cultivators.....	"	"	"	10,066 (number)..	54,251	10,850 20	2,712 55
Ex. 199	Ex. 447	Thrashing-machine separators.	"	"	"	1,198 (number)...	628,218	125,643 60	31,410 90
.....	.....	Thrashing-machine parts baggers, weighers, etc., and repair parts.	15 per cent or 45 per cen .	"	"	. .....	344,329	68,865 80	17,216 45
.....	Ex. 445	Parts of, for repair.....	45 per cent..... ...	17½ per cent.....	15 per cent.....	....	280,983	49,170 80	7,023 35
Ex. 197	Ex. 447	Portable engines, and traction engines.	30 per cent.....	20 per cent.....	20 "	1,210 (number)...	1,799,880	359,976 00	.....
.....	.....	Horse powers for farm use	"	"	"	48 (number).....	3,912	782 40	.....
Ex. 199	Ex. 448	Hay loaders.....	45 per cent.....	25 per cent	"	460 (number).....	25,119	6,279 75	1,255 95
....	.....	Potato diggers.....	"	"	"	748 (number)....	31,228	7,807 00	1,561 40
.....	.....	Fodder or feed cutters...	"	"	"	180 (number).....	1,713	428 25	85 65
.....	.....	Grain crushers.....	"	"	"	49 (number).....	661	165 25	33 05
.....	... .	Fanning mills....	"	"	"	831 (number)....	10,854	2,713 50	542 70
.....	... .	Hay tedders.....	"	"	"	14 (number).....	376	184 00	36 80
.....	.....	Farm or field rollers (and road rollers).	"	"	"	47 (number).....	29,322	7,330 50	1,466 10
.....	.....	Manure spreaders.....	"	20 per cent.....	"	246 (number).....	21,695	4,339 00	....
. ... .	.....	Windmills..... ...	"	"	"	1,056 (number)...	48,310	9,662 00	.....
.... ..	Ex. 446	Parts for repair.....	"	"	"	....	492,793	98,731 60	.....
Ex. 115	304 / Ex. 304	Grindstones, not mounted, 30 inches or more in diameter.	$1.75 per ton	15 per cent.....	5 cents per 100 pounds	2,903 tons[1].....	50,801	7,620 15	3,251 35
Ex. 114	305	Flagstone, granite, rough sandstone, and all building stone, not hammered, sawn or chiseled	10 cents per cubic foot	"	12½ per cent.....	23,314 tons.....	108,176	16,226 49	2,704 40
Ex. 116	309	Roofing slates.....	20 per cent	75 cents per 100 square feet.	55 cents per 100 square feet.	1,871,500 square feet.	72,501	14,036 25	3,743 00

TABLE A.—Articles included under the reciprocal trade agreement imported into the Dominion of Canada from the United States during the fiscal year ended March 31, 1910—*Continued.*

SCHEDULE B—*Concluded.*

United States tariff No.	Canadian tariff No.	Articles.	United States Rates.	Proposed General Rates.	Proposed Reciprocal Rates.	Imports into Canada from the United States.		Customs Duties.	
						Quantity.	Value.	Now levied by Canada.	To be remitted by Canada.
							$ cts.	$ cts.	$ cts.
Ex. 84	Ex. 282	Vitrified paving blocks	35 per cent	22½ per cent	17½ per cent		[2] 25,000	[2] 5,625 00	[2] 62,000 00
Ex. 111	Ex. 306	Paving block of stone	10 cents per cubic foot	20 per cent	"		58,247	11,649 40	1,456 18
Ex. 56	Ex. 246	Oxide of iron	30 per cent	22½ per cent	22½ per cent		[2] 2,000	[2] 450 00	
Ex. 462	312	Asbestos, woven fabrics of	40 per cent	25 per cent	"		173.622	43,405 50	4,340 55
		Asbestos, other manufactures of.	25 per cent	"	"				
Ex. 26	256	Printing ink	"	20 per cent	17½ per cent		86,763	17,352 60	2,169 08
Ex. 152	Ex. 126	Pocketknives and penknives:							
		Worth not over 40 cents per dozen.	40 per cent	30 per cent	27½ per cent				
		Worth over 40 cents, but not over 50 cents per dozen.	1 per cent each plus 40 per cent.	"	"				
		Worth over 50 cents, but not over $1.25 per dozen.	5 cents each plus 40 per cent.	"	"		983	294 90	24 58
		Worth over $1.25, but not over $3 per dozen.	10 cents each plus 40 per cent.	"	"				
		Worth over $3 per dozen.	20 cents each plus 40 per cent.	"	"				
		Scissors and shears:							
		Worth not more than 50 cents per dozen.	15 cents per dozen plus 15 per cent.	"	"				
		Worth over 50 cents, but not over $1.75 per dozen.	50 cents per dozen plus 15 per cent.	"	"				
		Worth over $1.75 per dozen.	75 cents per dozen plus 25 per cent.	"	"		117,513	35,253 90	2,937 82
Various		Other cutlery (excluding knives and forks of steel, plated or not).	Various	"	"				

Ex. 154	.....	Knives and forks of steel, plated or not.	Not less than 40 per cent.	30 per cent	27½ per cent	.....	30,792	9,237 60	769 80
Ex. 199	Ex. 352	Bells and gongs	45 per cent	"	"	.....	33,194	9,958 28	829 85
.....	.....	Brass rules and corners for printers.	"	"	"	.....	[2] 5,000	[2] 1,500 00	[2] 125 00
Ex. 91 Ex. 95 Ex. 199	289	Basins, urinals, bath-tubs, laundry tubs, &c.	35 per cent, 45 per cent or 55 per cent.	35 per cent	32½ per cent	.....	198,540	69,489 00	4,963 50
Ex. 467	Ex. 598	Brass band instruments.	15 per cent.	25 per cent	"	.....	15,792	3,948 00	394 80
Ex. 93 Ex. 94 Ex. 102	368	Clocks, watches, time recorders, clock and watch keys, clock cases, and clock move-	40 per cent (average).	30 per cent	22½ per cent	.....	294,442	38,332 60	7,361 05
Ex. 215	Ex. 519	Printers' wooden cases or cabinets for holding type.	35 per cent	"	27½ per cent	.....	[2] 25,000	[2] 7,500 00	[2] 650 00
Ex. 215	Ex. 506	Wood flour	"	25 per cent	"	.....	[2] 10,000	[2] 2,500 00	[2] 250 00
Ex. 215	Ex. 590	Canoes and small boats of wood, not power boats.	"	"	22½ per cent	.....	12,500	[2] 3,125 00	312 50
Ex. 438	633	Feathers, crude, in their natural state.	20 per cent	15 per cent	12½ per cent	.....	28,773	4,315 95	719 32
Ex. 332 Various	236	Antiseptic surgical dressings, such as absorbent cotton, lint, &c.	45 per cent or various.	20 per cent	17½ per cent	.....	69,785	13,957 00	1,744 62
Ex. 452 Ex. 461 Ex. 463	.....	Surgical trusses, pessaries, and suspensory bandages of all kinds.	45 per cent, 40 per cent, or 35 per cent	"	"	.....	27,018	5,403 60	675 45
Ex. 102	321	Plate glass, not bevelled, in sheets of over 7 square feet, but not over 25 square feet.	22½ cents per square foot.	27½ per cent	25 "	12,016 square feet.	2,615	719 20	65 38
Ex. 141	Ex. 438	Automobiles and motor vehicles, all kinds, except for railways or tramways.	15 per cent	35 "	30 "	1,317 (number)	1,569,227	549,229 45	78,461 35
.....	.....	Automobiles and motor vehicles, parts of (excluding tires.	"	"	"	.....	254,862	89,201 70	12,743 10
Ex. 199	Ex. 454	Digesters for pulp mills	"	30 "	27½ "	.....	[2]60,000	[2]18,000 00	[2]1,500 00
Ex. 452 Ex. 467	Ex. 623	Pocket books, musical instrument cases, portfolios, etc., wholly or chief value of leather.	40 per cent, 45 per cent, or 50 per cent.	35 per cent	30 "	.....	[2]225,000	[2]78,750 00	[2]11,250 00
.....	.....	Fancy cases or in boxes wholly or chief value of leather.	40 per cent or 50 per cent.	"	"	.....	[2]50,000	[2]17,500 00	[2]2,500 00
		Totals, Schedule B.	.....	.....	.....	.....	14,111,955	3,142,716 91	577,876 81

SCHEDULE C.

Articles the growth, product or manufacture of Canada to be admitted into the United States at the undermentioned special rates of duty when imported from Canada.

Altered tariff carried by Schedule C do not affect imports into Canada from the United States.

SCHEDULE D.

Articles the growth, product or manufacture of the United States to be admitted into Canada at the under mentioned special rates of duty when imported from the United States.

United States Tariff No.	Canadian Tariff No.	Articles.	United States Rates.	Canadian General Rates.	Proposed Reciprocal Rates.	Imports into Canada from the United States.		Customs Duties.	
						Quantity.	Value.	Now Levied by Canada.	To be remitted by Canada.
							$ cts.	$ cts.	$ cts.
86	290	Cement, Portland, hydraulic, etc.:							
		In packages	8 cents per 100 pounds	12½ cents per 100 pounds.	11 cents per 100 pounds.	152,607 hundred weight.	48,997	19,076 24	2,289 10
		In bulk	7 " "	" "	" "				
Ex. 428	588	Coal, bituminous, round and run of mine, such as will not pass through a ¾-inch screen.	45 cents per ton	53 cents per ton	45 cents per ton	5,690,576 short tons.	11,441,129	3,016,005 28	455,246 08
Ex. 264	81	Apple trees	$2 per 1,000	3 cents each	2½ cents each	212,529 (number).	19,562	6,375 87	1,062 69
		Cherry trees	$1 "	"	"	47,503 (number).	8,165	1,425 09	237 52
		Peach trees and June buds	25 per cent	"	"	175,841 (number).	12,072	5,275 23	879 21
		Pear trees	$2 per 1,000	"	"	38,890 (number).	4,623	1,166 70	194 45

.....	.....	Plum trees, Myrobolan..	$1 per 1,000.....	3 cents each	2½ cents each..	45,856 (number)	5,612	1,495 68	249 28
.....	.....	" St. Julien...	$2 "	"	"				
.....	.....	Quince trees	$2 "	"	"	1,499 (number)...	286	44 97	7 45
248	43	Condensed milk..... ..	2 cents per pound ...	3¼ cents per pound..	2 cents per pound....	237,643 pounds...	17,168	7,723 33	2,970 54
Ex. 274	105	Canned fruits.....	" ...	2¼ " ..	"	966,831 " ...	54,952	21,753 95	2,417 08
Ex. 244	65	Biscuits, not sweetened..	20 per cent.....	25 per cent.....	20 per cent	165,545 " ...	18,689	4,672 25	934 45
282	Ex. 100	Peanuts, shelled.....	1 cent per pound...	3 cents per pound.	1 cent per pound...	754,000 pounds[2].	[2]40,576	[2]22,566 75	[2]15,080 12
... .	Ex. 112	Peanuts, unshelled.....	½ cent per pound...	2 cents per pound..	½ cent per pound...	1,667,000 pounds[2].	[2]86,588	[2]49,808 81	[2]25,005 13
		Totals, Schedule D..	....	....	....	.....	11,758,399	3,157,390 15	506,573 10

[1] The word *ex* prefixed to a tariff number indicates that only a portion of the rates included under that number are affected by the proposed reciprocity legislation.
[2] Estimated figures.

RECAPITULATION.

—	Imports into Canada from the United States.	Customs duties.	
		Now levied by Canada.	To be remitted by Canada.
	$	$ cts.	$ cts.
Schedule A.....	21,957,605	1,476,129 13	1,476,129 13
Schedule B	14,111,955	3,142,716 91	577,876 81
Schedule D.....	11,758,399	5,157,390 15	506,573 10
Grand total....	47,827,959	7,776,236 19	2 560,579 04

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the fiscal year ended June 30, 1910.

[Compiled from advance sheets of Tables 3 and 15 of Commerce and Navigation, fiscal year 1910, by the Bureau of Trade Relations, Department of State.]

SCHEDULE A.

Articles the growth, product or manufacture of the United States to be admitted into Canada free of duty when imported from the United States, and reciprocally articles the growth, product or manufacture of Canada to be admitted into the United States free of duty when imported from Canada.

Tariff number.		Articles.	Rate of duty.			Imports into the United States from Canada.		Customs duties.	
United States.	Canadian		United States.	Canadian, general.	Proposed reciprocal.	Quantity.	Value.	Levied at present.	To be remitted by the United States.
							$	$	$
		Live animals—							
22	Ex. 5	Cattle, less than 1 year old.	$2 each	25 per cent	Free	5,168	109,772	[1]27,443	[1]27,433
		Cattle, other, valued not more than $14 per head.	$3 75						
		Cattle, valued more than $14 per head.	27½ per cent.						
227	Ex. 4	Horses and mules, valued at $150 or less per head.	$30 each	$12 50 each, or 25 per cent.	"	2,615	484,500	[1]121,140	[1]121,140
.....	Ex. 5	Horses and mules, valued at over $150 per head.	25 per cent.	25 per cent.	"				
226	6	Swine	$1 50 each	1½ cents per pound	"	[2]205	[2]6,088	308	308
228	Ex. 5	Sheep, 1 year old or over.	"	25 per cent.	"	103,519	527,687	[1]103,519	[1]103,509
		Sheep, less than 1 year old (lambs).	75 cents each	"	"				
229	Ex. 5	All other live animals	20 per cent	"	"		118,682	[3]23,736	[3]23,736
289	Ex. 9	Poultry, alive	3 cents per pound	20 per cent	"				

289	Ex. 9	Poultry, dead	5 cents per pound	20 per cent or 27½ per cent.	Free		[2]3,576	[1]894	[1]894
242	60	Wheat	25 cents per bushel	12 cents per bushel	"	152,383 bushels	135,441	38,096	38,096
Ex. 241	58	Rye	10 cents per bushel	10 cents per bushel	"	[3]46 bushels	[3]42	5	5
238	56	Oats	15 cents per bushel	"	"	946,479 bushels	356,637	141,972	141,972
230	52	Barley	30 cents per bushel	15 cents per bushel	"	[3]2,420 bushels	[3]1,221	726	726
Ex. 234	49	Buckwheat	15 cents per bushel	"	"	[2]163,971 bushels	[2]90,820	24,596	24,596
Ex. 262	Ex. 48	Peas, dried	25 cents per bushel	"	"	[2]232,560 bushels	[2]273,956	58,140	58,140
249	Ex. 47	Beans, edible, dried	45 cents per bushel	25 cents per bushel	"	8,501 bushels	15,857	3,825	3,825
235	55	Corn, sweet corn or maize (except into Canada for distillation).	15 cents per bushel	Free	"	[3]4,357	[3]4,835	654	654
258	Ex. 69	Hay	$4 per long ton	$2 per short ton	"	96,507 tons	771,350	386,028	386,028
267	Ex. 69	Straw	$1.50 per long ton	"	"	6,695 tons	31,206	10,043	10,043
Ex. 262	Ex. 48	Cowpeas	25 cents per bushel	15 cents per bushel	"	(4)	(4)		
		Fresh vegetables :							
Ex. 265	84	Sweet potatoes and yams.	25 cents per bushel	10 cents per bushel	"	97,138	36,770	24,285	24,285
Ex. 265	83	Potatoes	"	20 cents per bushel	"				
Ex. 261	Ex. 87	Onions	40 cents per bushel	30 per cent	"	2,439 bushels	3,404	976	976
Ex. 269	Ex. 87	Turnips	25 per cent	"	"				
254	Ex. 87	Cabbages	2 cents each	"	"		642,281	[1]160,570	[1]160,570
Ex. 269	Ex. 87	All others, not elsewhere specified.	25 per cent	"	"				
		Fresh fruits :							
276	100	Grapes, green or ripe	25 cents per cubic foot	2 cents per pound	"	3,473 cubic feet	2,802	868	868
Ex. 274	92	Apples, green or ripe	25 cents per bushel	40 cents per barrel	"	43,613 bushels	29,323	10,903	10,903
Ex. 274	102	Peaches, green or ripe	"	$1 per 100 pounds	"				
Ex. 274	Ex. 97	Pears, green or ripe	"	50 cents per 100 lbs.	"				
Ex. 274	Ex. 96	Berries, cranberries	25 per cent	25 per cent	"				
.....	Ex. 90	Berries, other edible	1 cent per quart	2 cents per pound or free.	"		$200,653	[1]$40,131	[1]$40,131
.....	Ex. 95								
Ex. 274	Ex. 95	All other edible fruits in their natural state (except citrus fruits and pineapples).	25 cents per bushel, 2 cents per pound, or free.	2 cents per pound, or 25 per cent.					
571	Ex. 96								
		Dried fruits :							
Ex. 274	Ex. 93	Apples, peaches, pears and apricots, dried, desiccated or evaporated.	2 cents per pound	25 per cent	"	1,209,098 pounds[2]	[2]$8,344	24,182	24,182
		Dairy products :							
Ex. 245	18	Butter	6 cents per pound	4 cents per pound	"	980,036 pounds	192,171	58,869	58,802
Ex. 246	17	Cheese	"	3 cents per pound	"	163,350 pounds	27,942	9,801	9,801
Ex. 247	Ex. 43	Fresh milk	2 cents per gallon	3¼ cents per pound	"	11,700 gallons	1,779	234	234
Ex. 247	Ex. 43	Fresh cream	5 cents per gallon	"	"	731,761 gallons	577,698	36,588	36,588
256	16	Eggs of barnyard fowl, in the shell.	5 cents per dozen	3 cents per dozen	"	39,810 dozen	12,596	1,991	1,991
259	Ex. 108	Honey	20 cents per gallon	3 cents per pound	"	510 gallons	643	102	102
Ex. 639	Ex. 711	Cottonseed oil	Free	17½ per cent	"	(4)	(4)		
		Seeds :							

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the fiscal year ended June 30, 1910—*Continued.*

SCHEDULE A—*Continued.*

Tariff Number.		Articles.	Rate of Duty.			Imports into the United States from Canada.		Customs Duties.	
United States.	Canadian		United States.	Canadian General.	Proposed Reciprocal.	Quantity.	Value.	How Levied by Canada.	To be remitted by Canada.
							$	$	$
Ex. 266	70	Flaxseed or linseed....	25 cents per bushel..	10 cents per bushel..	Free	1,410,398 bushels.	2,641,256	352,600	352,600
Ex. 668	Ex. 72	Cottonseed.....	Free..	10 per cent..... ...	"	.....	.....	.....	.....
Ex. 266 Ex. 668	Ex. 72 Ex. 74 Ex. 75	Other oil seeds	Free, or 25 cents per bushel.	Free, or 10 per cent	"	(4).....	(4)	.....	. .. .
Ex. 668	71	Grass seed, including timothy and clover seed.	Free.....	10 per cent.	"	3,711,155 pounds..	420,618	.....	....
Ex. 266 Ex. 668	Ex. 72	Garden, field, and other seed not herein otherwise provided for, when in packages weighing over 1 pound each (not including flower seeds).	Free, or 15 cents per bushel to 20 cents per pound.	"	"	.....	5169,638 62,792	1558	1558
		Fish of all kinds :							
Ex. 271	Ex. 118	Fresh-water fish.....	¼ cent per pound....	1 cent per pound....	"	31,841,153 pounds	1,291,845	79,602	79,603
Ex. 272 Ex. 273	Ex. 118 Ex. 115 Ex. 117 Ex. 118	Herring, fresh.....	"	"	"				
		Mackerel, halibut, or salmon, fresh, frozen, or packed in ice.	1 cent per pound....	"	"				
Ex. 272	Ex. 118	Eels and smelts, fresh or frozen.	⅜ cent per pound....	"	"	13,341,921 pou'ds	758,188	1100,065	1100,065
Ex. 273	Ex. 118	All other fish, fresh, frozen, or packed in ice.	"	"	"				

Ex. 273	Ex. 118, Ex. 119, Ex. 122	Cod, haddock, hake, and pollock, dried, smoked, salted, and pickled.	¾ cent per pound ..	....	Free.....	17,085,091 pounds	759,882	128,138	128,138
Ex. 272	Ex. 119, Ex. 119	Herring, pickled or salted, smoked or kippered.	½ cent per pound ..	50 cents per 100 pounds, or 1 cent per pound.	... .	7,720,165 pounds..	149,835	38,601	38,601
Ex. 273	Ex. 115	Mackerel, pickled or salted.	1 cent per pound....	1 cent per pound....	Free....	3,256,042 pounds..	190,480	32,560	32,560
Ex. 273	Ex. 117, Ex. 118	Halibut or salmon, pickled or salted.	"	"	"				
Ex. 273	Ex. 119	Fish, skined or boned.	1¼ cents per pound..	"	"				
Ex. 273	Ex. 118, Ex. 119, Ex. 122	Fish, all other, smoked, dried, salted, pickled, or otherwise prepared for preservation, not specially provided for.	¾ cents per pound .	"	"	....	338,784	184,696	184,696
Ex. 270	Ex. 123	Fish in tin cans, barrels, etc.	30 per cent.....	30 per cent.....	"				
Ex. 270	Ex. 123	Caviar, and other preserved fish roe .	"	"	"				
Ex. 671	Ex. 123, 124, 125, 126, 127, 128, Ex. 133	Shell fish of all kinds, including oysters, lobsters, and clams in any state, fresh or packed, and coverings of foregoing.	Free.....	3 cents per can, 5 cts per quart, 10 cts. per gallon, 25 per cent or 30 per cent	"	.....	1,311,461	.....	.....
40	Ex. 265	Seal, herring, whale, and other fish oil, including cod oil.	8 cents per gallon....	22½ per cent.....	"	478,189 gallons,	119,911	147,819	147,819
34	Ex. 265	Cod liver oil.....	15 cents per gallon..	"	"				
295	41	Salts, in bags, sacks, barrels, or other packages.	11 cents per 100 lbs..	7½ cents per 100 lbs..	"	1,926,205 pounds	6,173	11,734	11,734
		Salt, in bulk.....	7 cents per 100 lbs....	5 cents per 100 lbs ..	"				
Ex. 312	154	Mineral waters, natural, not in bottles or jugs.	8 cents per gallon. ..	Free.....	"	1,700 doz. quarts.	715	168	168
200	Ex. 500, Ex. 503	Timber, hewn, sided or squared otherwise than by sawing, and round timber used for spars or in building wharves.	½ cent per cubic foot	"	.....	.....	23,431	1,586	1,586
		Sawed boards, planks, deals, and other lumber, not further advanced than sawed :							

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the fiscal year ended June 30, 1910—*Continued.*

SCHEDULE A—*Continued.*

Tariff Number.		Articles.	Rate of Duty.			Imports into the United States from Canada.		Customs Duties.	
United States.	Canadian.		United States.	Canadian, general.	Proposed reciprocal.	Quantity.	Value.	Levied at Present.	To be remitted by the United States.
							$	$	$
Ex. 201	Ex. 503	Of white wood, sycamore, and basswood.	50 cents per M feet..	Free	Free.....	7,307 M feet.....	133,328	3,654	3,654
		Of other woods.....	$1.25 per M feet....	"	"	975,975 M feet....	17,808,793	1,219,970	1,219,970
204	Ex. 500	Paving posts, railroad ties, and telephone, trolley, electric-light, and telegraph poles of cedar or other woods.	10 per cent.....	"	"				
Ex. 206	Ex. 500a	Wooden staves of all kinds, not further manufactured than listed or jointed, and stave bolts.	10 per cent or 20 per cent.	Free or 20 per cent..	"	....	994,201	[1]99,420	[1]99,420
Ex. 208	Ex. 502								
Ex. 208	Ex. 503	Pickets and palings.	10 per cent.....	Free	"				
Ex 88	292	Plaster rock or gypsum, crude, not ground.	30 cents per ton.....	"	"	338,309 tons	404,880	101,493	161,493
		Mica:							
Ex. 91	Ex. 711	Unmanufactured, or rough trimmed only.	5 cents per pound and 20 per cent.	17½ per cent.....	"	867,489 pounds.	333,196	110,013	110,013
Ex. 91	Ex. 711	Ground or bolted....	10 cents per pound and 20 per cent ad valorem.	17½ per cent ad valorem.	"				
		Feldspar—							
Ex. 626	Ex. 296	Crude.	Free..	Free.....	Free...	[2]11,494 tons....	[2]35,975	[3]3,598	3,598
Ex. 480	Ex. 296	Powdered or ground...	20 per cent.....	"	"				
501	.....	Asbestos, crude.	Free.....	.....	"	47,322 tons.....	1,087,098	.....	.....
Ex. 90	Ex. 296	Fluorspar, crude, not ground.	$3 per ton.....	Free.....	"	.....	.....	.....	.....

Ex.	24	Ex. 664 Ex. 711	Glycerine, crude, not purified.	1 cent per pound..	Free or 17½ per cent.	Free.....	(4)	(4)	.....	.. ..	
Ex.	95	Ex. 296	Talc, ground, bolted or precipitated, naturally or artificially, not for toilet use.	35 per cent.....	Free.....	"	(4)	(4)	.....	.....	
Ex.	77.	Ex. 210	Sulphate of soda, or salt cake.	$1 per ton	"	"	(4)	(4)	.....	.....	
Ex.	75	Ex. 210	Soda ash.....	½ cent per pound....	"	"	.....	.....	.....	.....	
Ex.	22	Ex. 203	Extract of hemlock bark.	½ cent per pound....	"	"	.....	.....	.....	.....	
Ex.	95	315	Carbon electrodes.	30 per cent ad valorem	"	"	.....	[1]1,824	547	547	
Ex.	199	349 717	Brass in bars and rods, in coil or otherwise, not less than 6 feet in length, or brass in strips, sheets, or plates, not polished, planished or coated.	45 per cent ad valorem.	10 per cent ad valorem, or free.	"	(4)	(4)	.....	.....	
Ex.	199	459	Cream separators of every description, and parts thereof imported for repair of the foregoing.	"	Free.....	"	(4)	(4)	.....	.....	
Ex.	127	Ex. 384 Ex. 386	Rolled iron or steel sheets, or plates, No. 14 gauge or thinner, not galvanized or coated with zinc, tin, or other metal.	5/10 cent per pound to 9/10 cent per pound.	5 per cent ad valorem	"	155 039 pounds...	4,933	[1]1,085	[1]1,085	
Ex.	128 Ex. 130	Ex. 384 Ex. 386	Rolled iron or steel sheets, or plates, No. 14 gauge or thinner, galvanized or coated with zinc, tin, or other metal.	7/10 cent per pound to 1 3/10 cents per pound.	5 per cent ad valorem	"	367,506 pounds...	15,088	[1]3,308	[1]3,308	
Ex.	135	403	Crucible cast steel wire, valued at not less than 6 cents per pound.	35 per cent ad valorem (minimum rate).	"	"	(4)	(4)	.....	.....	
Ex.	135	404	Galvanized iron or steel wire, curved or not, Nos. 9, 12, and 13 gauge	1 2/10 cents per pound (minimum 35 per cent ad valorem).	Free.....	"	(4)	(4)	.....	.....	
Ex.	197	441	Type-casting and type-setting machines and parts thereof, adapted for use in printing offices.	30 per cent ad valorem	20 per cent ad valorem.	"	(4)	(4)	.....	.....	
Ex.	135	Ex. 480	Barbed fencing wire of iron or steel, galvanized or not.	¾ cent per pound....	Free.....	"	(4)	(4)	.....	.....	
Ex.	428	Ex. 586	Coke.	20 per cent ad valorem	"	"	43,498 tons	[1] 219,529	43,906	43,906	

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the year ended June 30, 1910—*Continued.*

SCHEDULE A—*Concluded.*

Tarif Number.		Articles.	Rate of Duty.			Imports into the United Stated from Canada.		Customs Duties.	
United States.	Canadian.		United States.	Canadian, general.	Proposed reciprocal.	Quantity.	Value.	Levied at Present.	To be remitted by the United States.
							$	$	$
Ex. 134	Ex. 471	Rolled round wire rods in the coil, or iron or steel, not over $\frac{3}{8}$ of an inch in diameter, and not smaller than No. 6 wire gauge.	$\frac{5}{16}$ cent per pound, or $\frac{6}{16}$ cent per pound.	Free.....	Free.....	(4)	(4)	.....	.....
		Pulp of wood :							
Ex. 406	Ex. 200	Mechanically ground.	Free, or $\frac{1}{12}$ cent per pound.	25 per cent ad valorem.	"	157,347,856 lbs.	1,203,153	.....	.....
						160,217,659 "	1,320,130	133,515	133,515
Ex. 406	Ex. 200	Chemical, unbleached	$\frac{1}{8}$ cent per cent	" " .	"	75,446,109 "	1,241,179	125,744	125,744
Ex. 406	Ex. 200	Chemical, bleached..	$\frac{1}{4}$ "	" " ..	"	19,345,312 "	460,038	48,363	48,363
Ex. 409 Ex. 415	Ex. 192, 196 and Ex. 197	News print paper and other paper, and paper board, manufactured from mechanical wood pulp or of which such pulp is the component material of chief value, colored in the pulp, or not coloured, and valued at not more than 4 cents per pound, not including printed or decorated wall paper.	$\frac{3}{16}$ cent per pound, cent per pound, or 35 per cent ad valorem.	15 per cent ad valorem, or 25 per cent ad valorem.	"	86,766,027 "	1,615,100	[1]164,686	[1]164,686
		Total Schedule A.	.....	.....	.....	.....	34,811,560	4,236,988	4,230,988

S2a—4½

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the fiscal year ended June 30, 1910—*Continued.*

SCHEDULE B.

Articles the growth, product or manufacture of the United States to be admitted into Canada at the undermentioned rates of duty when imported from the United States; and reciprocally the same articles the growth, product or manufacture of Canada to be admitted into the United States at identical rates of duty when imported from Canada.

Tariff Number.		Articles.	Rate of Duty.			Imports into the United States from Canada.		Customs Duties.	
United States.	Canadian.		United States.	Canadian, General.	Proposed Reciprocal.	Quantity.	Value.	Levied at Present.	To be remitted by the United States.
							$	$	$
Ex. 285	7	Fresh meats, viz., beef, veal, mutton, lamb, pork, and and all other fresh or refrigerated meats, excepting game.	1½ cents per pound..	3 cents per pound...	1¾ cents per pound.	.....			
284	Ex. 10	Bacon and hams, not in tins or jars.	4 cents per pound...	2 "	" ..	.....			
Ex. 286	Ex. 10	Meats of all kinds, dried, smoked, salted, in brine, or prepared or preserved in any manner, not otherwise herein provided for.	25 per cent ad valorem	2 "	" ..	.....			
Ex. 286	Ex. 8	Canned meats and canned poultry.	" " ..	27½ per cent ad valorem.	20 per cent ad valorem.	.....	[1]84,704	[1]16,941	[1]4,236
		Extract of meat :							
Ex. 287	Ex. 8	Fluid.....	15 cents per pound ..	" " ..	" " ..	.....			
Ex. 287	Ex. 8	Not fluid	35 " ..	" " .	" " ..	.....			
288	Ex. 13	Lard	1½ " ..	2 cents per pound...	1¾ cents per pound..	.....			
Ex. 3	Ex. 13	Lard compounds.....	25 per cent ad valorem	"	"	.....			
Ex. 3	Ex. 13	Cottolene, and cotton stearine, and animal stearine.	"	"	"	.....			
Ex. 200	14	Tallow	½ cent per pound....	20 per cent ad valorem	40 cents per 100 pounds.	.....			

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the fiscal year ended June 30, 1910—*Continued.*

SCHEDULE B—*Continued.*

Tariff number.		Articles.	Rate of Duty.			Imports into the United States from Canada.		Customs Duties.	
United States.	Canadian.		United States.	Canadian, General.	Proposed Reciprocal.	Quantity.	Value.	Levied at present.	To be remitted by the United States.
							$	$	$
Ex. 257	Ex. 207	Egg yolk.....	25 per cent ad valorem	10 per cent ad valorem	7½ per cent ad valorem	... .	... ...	....	....
Ex. 257	Ex. 207	Egg albumen and blood albumen.	3 cents per pound...	"	"	(4)	(4)	....	.....
		Fish (except shellfish) by whatever name known, packed in oil, in tin boxes or cans, including the weight of the package:							
Ex. 270	Ex. 120	(*a*) When weighing over 20 ounces and not over 36 ounces each.	1½ cents, 2½ cents, 5 cents or 10 cents per package according to capacity of the package.	6 cents per package	5 cents per package.	.....	[1]2,145	[1]590	[1]61
.....	Ex. 120	(*b*) When weighing over 12 ounces and not over 20 ounces.		4½ cents per package.	4 cents per package.				
.....	Ex. 120	(*c*) When weighing 12 ounces each or less.		3½ cents per package or 2½ cents per package.	2 cents per package.				
.....	121	(*d*) When weighing 36 ounces each or more, or when packed in oil in bottles, jars, or kegs.		35 per cent ad valorem.	30 per cent ad valorem				
Ex. 252	86	Tomatoes and other vegetables, including corn, in cans or other air-tight packages, and including the weight of the package.	40 per cent ad valorem	1½ cents per pound..	1¼ cents per pound..	....	36,566	[1]14,602	[1]8,898

213	61	Wheat flour and semolina.	25 per cent ad valorem	60 cents per barrel	50 cents per barrel of 196 pounds.	143,830 barrels	676,366	169,092	97,177
Ex. 241	59	Rye flour	½ cent per pound	50 cents per barrel	"	(4)	(4)		
Ex. 239	57	Oatmeal and rolled oats, including the weight of paper covering.	1 cent per pound	60 cents per 100 pounds.	50 cents per 100 pounds.	[5] 56,989	[3]1,450	570	285
236	53	Corn meal	40 cents per 100 pounds.	25 cents per barrel	12½ cents per 100 pounds.				
231	Ex. 167	Barley malt	45 cents per bushel	45 cents per 100 pounds.	45 cents per 100 pounds.				
232	Ex. 51	Barley, pot, pearled, and patent.	2 cents per pound	30 per cent ad valorem.	½ cent per pound	(4)	(4)		
Ex. 234	50	Buckwheat flour or meal.	25 per cent ad valorem	50 cents per 100 pounds.	"	49,481 pounds [3]	[3]1,061	265	18
Ex. 262	Ex. 48	Split pease, dried	45 cents per bushel	15 cents per bushel	7½ cents per bushel.	17,971 bushels [2]	[2]73,352	21,587	17,989
Ex. 480	Ex. 45	Prepared cereal foods, not otherwise provided for herein.	20 per cent ad valorem.	20 per cent ad valorem or 25 per cent ad valorem.	17½ per cent ad valorem.		[3]17,870	3,574	447
.....	46								
Ex. 480	Ex. 711	Bran, middlings and other offals of grain used for animal food.	"	17½ per cent ad valorem.	12½ cents per 100 pounds.		[1]323,487	64,697	[1]24,261
237	67	Macaroni and vermicelli.	1½ cents per pound	$1,25 per 100 pounds.	1 cent per pound	6,083 pounds	313	91	30
Ex. 244	66	Biscuits, wafers, and cakes, when sweetened with sugar, honey, molasses or other material	3 cents per pound and 15 per cent ad valorem, or 50 per cent ad valorem.	27½ per cent ad valorem.	25 per cent ad valorem.		[2]1,041	[1]312	[1]52
Ex. 244	Ex. 141	Biscuits, wafers, cakes and other baked articles composed in whole or in part of egg or any kind of flour or meal when combined with chocolate, nuts, fruits or confectionery.	3 cents per pound and 15 per cent, or 50 per cent ad valorem.	35 per cent ad valorem.	32½ per cent ad valorem.	(4)	(4)		
Ex. 274	Ex. 141	Candied peel, candied popcorn, candied nuts, candied fruits.	1 cent per pound and 35 per cent, or 2 cents per pound.	" "	" "	(4)	(4)		
Ex. 278									
Ex. 219	Ex. 141	Sugar candy and confectionery of all kinds.	4 cents per pound and 15 per cent, or 50 per cent ad valorem.	" "	" "	1,594 pounds	517	[1]200	[1]32
Ex. 217	138	Maple sugar and maple syrup.	4 cents per pound.	20 per cent ad valorem.	1 cent per pound	1,782,637 pounds [3]	[3]136,268	71,305	53,479
253	88	Pickles, including pickled nuts, sauces of all kinds, and fish paste or sauce.	40 per cent ad valorem.	35 per cent ad valorem.	32½ per cent ad valorem.		226	90	17
Ex. 310	152	Cherry juice and prune juice, or prune wine, and other fruit juices, and fruit syrup, non-alcoholic,	70 cents per gallon.	20 per cent ad valorem.	17½ per cent ad valorem.				

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the fiscal year ended June 30, 1910—*Continued.*

SCHEDULE B—*Continued.*

Tariff Number.		Articles.	Rate of Duty.			Imports into the United States from Canada.		Customs Duties.	
United States.	Canadian.		United States.	Canadian, General.	Proposed Reciprocal.	Quantity.	Value.	Levied at Present.	To be remitted by the United States.
Ex. 312	Ex. 711	Mineral waters and imitations of natural mineral waters, in bottles or jugs.	20 cents per dozen bottles, 30 cents per dozen bottles, or 24 cents per gallon.	17½ per cent ad valorem.	17½ per cent ad valorem.	6,295 dozen qts.[1]	6,431	1,889	764
Ex. 3	264	Essential oils.	25 per cent ad valorem.	10 per cent ad valorem.	7½ per cent ad valorem.	. . . . .	656	164	115
Ex. 264	Ex. 82	Grape vines, gooseberry, raspberry, and currant bushes.	" " . .	20 per cent ad valorem.	17½ per cent ad valorem.	(4)	(4)	. . . . .	. . . . .
Ex. 199 Ex. 215	Ex. 591	Farm wagons, and finished parts thereof. Ploughs, tooth and disk harrows, harvesters, reapers, agricultural drills and planters, mowers, horse rakes, cultivators, threshing machines, including windstackers, baggers, weighers, and self-feeders therefor, and finished parts thereof imported for repair of foregoing.	45 per cent or 35 per cent.	25 per cent ad valorem.	22½ per cent ad valorem.	(4)	(4)	. . . . .	. . . . .
Ex. 476 Ex. 199	Ex. 445 Ex. 446 Ex. 447		15 per cent or 45 per cent.	17½ per cent or 20 per cent.	15 per cent ad valorem.	. . . . .	[4]74,618	[4]16,789	5,596
Ex. 197	Ex. 447	Portable engines with boilers, in combination, horsepower and traction engines, for farm purposes.	30 per cent ad valorem	20 per cent ad valorem.	20 per cent ad valorem.	(4)	(4)	. . . . .	. . . . .

Ex. 199	Ex. 448	Hay loaders, potato diggers, fodder or feed cutters, grain crushers, fanning mills, hay tedders, farm or field rollers, manure spreaders, weeders and windmills, and finished parts thereof imported for repair of foregoing, except shafting.	45 per cent ad valorem	25 per cent ad valorem.	" ..	.....	[1]10,000	4,500	2,500
Ex. 115	303 Ex. 304	Grindstone of sandstone, not mounted, finished or not.	$1.75 per ton.....	15 per cent or 25 per cent.	5 cents per 100 pounds.	....	13,451	1,345	[5]75
Ex. 114	Ex. 305	Freestone, granite, sandstone, limestone, and all other monumental or building stone, except marble, breccia, and onyx, unmanufactured or not dressed, hewn, or polished.	10 cents per cubic foot	15 per cent ad valorem.	12½ per cent ad valorem.	....	[1]46,379	9,276	[6]3,479
Ex. 116	309	Roofing slates.....	20 per cent ad valorem	75 cents per 100 square feet.	55 cents per 100 square feet.				
Ex. 114	Ex. 306	Paving blocks of stone...	10 cents per cubic foot	20 per cent.....	17½ per cent...				
Ex. 84	Ex. 282	Vitrified paving block, not ornamented or decorated in any manner.	35 per cent.....	22½ per cent.....	17½ per cent.....	[4]	[4]	.....	.....
Ex. 56	Ex. 246	Oxide of iron, as a color..	30 per cent ad valorem.	22½ per cent ad valorem.	22½ per cent ad valorem.	[2]846,486	[2]6,696	201	50
Ex. 462	Ex. 312	Asbestos further manufactured than ground; manufactures of asbestos, or articles of which asbestos is the component material of chief value.	25 per cent ad valorem.	25 per cent ad valorem.	" ..	....	118	30	3
Ex. 462	Ex. 312	Woven fabrics wholly or in chief value of asbestos.	40 per cent ad valorem.	" ..	" ..				
Ex. 26	256	Printing ink.....	25 per cent ad valorem.	20 per cent ad valorem.	17½ per cent ad valorem.	....	[1]50	13	4
Ex. 152 Ex. 154	Ex. 426	Cutlery, plated or not, viz, pocket-knives, penknives, scissors and shears, knives and forks for household purposes, and table steels.	40 per cent ad valorem and upward	30 per cent ad valorem.	27½ per cent ad valorem.	....	1,035	414	129
Ex. 199	Ex. 352	Bells and gongs..... ...	45 per cent ad valorem.	" ..	" ..	[4] ..	[4] ..	.....	..

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the fiscal year ended June 30, 1910—*Continued.*

SCHEDULE B—*Concluded.*

Tariff Number.		Articles.	Rate of Duty.			Imports into the United States from Canada.		Customs Duty.	
United States	Canadian.		United States.	Canadian, General.	Proposed Reciprocal.	Quantity.	Value.	Levied at present.	To be remitted by the United States.
							$	$	$
Ex. 199	Ex. 352	Brass corners and rules for printers.	" ..	" ..	" ..	(4) ..	(4) ..	.....	.....
Ex. 95 Ex. 199	289	Basins, urinals, and other plumbing fixtures for bathrooms and lavatories, bathtubs, sinks, and laundry tubs of carthenware, stone, cement, or clay, or other material.	35 per cent ad valorem; 45 per cent ad valorem.	35 per cent ad valorem.	32½ per cent ad valorem.	(4) ..	(4) ..	.....	.....
Ex. 467	Ex. 598	Brass band instruments..	45 per cent ad valorem.	25 per cent ad valorem.	22½ per cent ad valorem.	(4) ..	(4) ..	.....	.....
Ex. 192 Ex. 93 Ex. 94	368	Clocks, watches, time recorders, clock and watch keys, clock cases and clock movements.	40 per cent ad valorem (average).	30 per cent ad valorem.	27½ per cent ad valorem.	.....	1,000	436	136
Ex. 215	Ex. 519	Printers' wooden cases and cabinets for holding type.	45 per cent ad valorem.	" ..	" ..	(4) ..	(4) ..	.....	.....
Ex. 215	Ex. 506	Wood flour..... ..	" ..	25 per cent ad valorem.	22½ per cent ad valorem.	(4) ..	(4) ..	.....	.....
Ex. 215	Ex. 590	Canoes and small boats of wood, not power boats.	" ..	" ..	" ..	(4) ..	(4) ..	.....	.....
Ex. 438	633	Feathers, crude, not dressed, colored, or otherwise, manufactured.	20 per cent ad valorem.	15 per cent ad valorem.	12½ per cent ad valorem.	.....	1,317	263	98

Ex. 65	Ex. 236	Antiseptic surgical dressing, such as absorbent cotton, cotton wool, lint, lamb's wool, tow, jute, gauze, and oakum, prepared for use as surgical dressings, plain or medicated.	25 per cent ad valorem.	20 per cent ad valorem.	17½ per cent ad valorem.	(4)	(4)		
Ex. 199 Ex. 452 Ex. 463 Ex. 464	Ex. 236	Surgical trusses, pessaries, and suspensory bandages of all kinds.	35 per cent, 40 per cent, or 45 per cent ad valorem.	"	"	(4)	(4)		
Ex. 102	Ex. 321	Plate glass, not beveled, in sheets or panes exceeding 7 square feet each, and not exceeding 25 square feet each.	22½ cents per square foot.	27½ per cent ad valorem.	25 per cent ad valorem.				
Ex. 199 Ex. 141	Ex. 438	Motor vehicles, other than for railways and tramways.	25 per cent ad valorem.	35 per cent ad valorem.	30 per cent ad valorem.	(4)	(4)		
Ex. 141	Ex. 438	Automobiles and parts of, not including rubber tires.	....do.	....do	....do	36	69,737	31,382	
Ex. 199	Ex. 454	Iron or steel digestors for the manufacture of wood pulp.	....do	30 per cent ad valorem	27½ per cent ad valorem.	(4)	(4)		
Ex. 452 Ex. 467	Ex. 623	Musical instrument cases, fancy cases or boxes, portfolios, satchels, reticules, card cases, purses, pocketbooks, fly books for artificial flies, all the foregoing composed wholly or in chief value of leather.	40 per cent or 45 per cent.	35 per cent ad valorem.	30 per cent ad valorem.		[2]32,731	[1]13,911	4,092
		Total Schedule B					1,619,675	444,529	234,984

TABLE B.—Articles included under the reciprocal trade agreement imported into the United States from the Dominion of Canada during the fiscal year ended June 30, 1910—*Continued.*

SCHEDULE C.

Articles the growth, product, or manufacture of Canada to be admitted into the United States at the undermentioned special rates of duty when imported from Canada.

United States tariff number.	Articles.	Rate of duty.		Imports into the United States from Canada.		Customs duties.	
		United States.	Proposed special United States rate.	Quantity.	Value.	Levied at present.	To be remitted by the United States.
Ex. 172	Aluminum in crude form	7 cents per pound	5 cents per pound	4,175,100 pounds[2]	$625,476	[1]$292,257	[1]$83,502
Ex. 172	Aluminum in plates, sheets, bars and rods.	11 cents per pound	8 cents per pound				
207	Laths	20 cents per M pieces	10 cents per M pieces	721,823 M pieces	1,802,144	144,364	72,182
209	Shingles	50 cents per M	30 cents per M	762,798 M	1,759,397	381,398	152,559
Ex. 201	Sawed boards, planks, deals and other lumber, planed or finished on one side.	$1 per M feet, or $1.75 per M feet.	50 cents per M feet				
	Planed or finished on one side and tongued and grooved, or planed or finished on two sides.	$1.25 per M feet, or $2 per M feet.	75 cents per M feet	60,541 M feet	1,104,716	[1]105,947	[1]68,108
	Planed or finished on three sides, or planed and finished on two sides and tongued and grooved.	$1.62½ per M feet, or $2.37½ per M feet.	$1.12½ per M feet				
	Planed and finished on four sides	$2 per M feet, or $2.75 per M feet.	$1.50 per M feet				
Ex. 117	Iron ore, including manganiferous iron ore, and the dross or residuum from burnt pyrites.	15 cents per ton	10 cents per ton	32,205 tons	97,984	4,831	1,610
Ex. 428	Coal slack or culm of all kinds, such as will pass through a half-inch screen.[7]	15 cents per ton, or 45 cents per ton.	15 cents per ton	263,414 tons	512,206	39,512	....
	Total Schedule C				5,901,923	968,309	377,961

[1] Estimated.
[2] Canadian export figures for fiscal year ended Mar. 31, 1910.
[3] Figures for fiscal year 1909. Not stated separately in 1910.
[4] Statistics not available, negligible amount.
[5] Free.
[6] Dutiable.
[7] All dutiable at 15 cents per ton in fiscal year 1910. Treasury decision applying rate of 45 cents per ton not effective until September, 1910.

SCHEDULE D.

Articles the growth, product, or manufacture of the United States to be admitted into Canada at the undermentioned special rates of duty when imported from the United States.

Altered tariff rates carried by Schedule D do not affect imports into the United States from Canada.

RECAPITULATION.

	Customs duties.		
	Value.	Levied at present.	To be remitted by the United States.
	$	$	$
Schedule A	39,811,560	4,236,988	4,236,988
Schedule B	1,619,675	444,529	234,984
Schedule C	5,901,923	968,309	377,961
Grand total	47,333,158	5,649,826	4,849,953

TABLE C.—Percentages of Reduction.

[Computed by the Bureau of Trade Relations, Department of State.]

SCHEDULE B.

Articles the growth, product or manufacture of the United States to be admitted into Canada at the undermentioned rates of duty when imported from the United States, and reciprocally the same articles the growth, product or manufacture of Canada to be admitted into the United States at identical rates of duty when imported from Canada.

Articles.	United States Rates.	Canadian General Rates.	Proposed Rates.	Reduction by United States.	Reduction by Canada.
				Per cent.	Per cent.
Fresh meats	1½ cents per pound	3 cents per pound	1¼ cents per pound	16·67	58·33
Bacon and hams	4 cents per pound	2 cents per pound	"	68·75	37·5
Meats of all kinds, dried, smoked, etc	25 per cent.	"	"	66·5	37·5
Canned meats and canned poultry	"	27½ per cent.	20 per cent	20·00	27·3
Extract of meat	35 cents per pound	"	"	9·1	27·3
Lard	1½ cents per pound	2 cents per pound	1¼ cents per pound	16·67	37·5
Lard compounds and cottolene	25 per cent.	"	"	50·00	37·5
Tallow	½ cent per pound	20 per cent.	40 cents per 100 pounds	20·0	75·0
Egg yolk	25 per cent.	10 per cent.	7½ per cent.	70·0	25·0
Egg and blood albumen	3 cents per pound	"	"	33·3	25·0
Sardines, and other fish in oil*					
Canned vegetables	40 per cent	1½ cents per pound	1¼ cents per pound	55·6	16·67
Wheat flour	25 per cent.	60 cents per barrel	50 cents per barrel	60·0	16·67
Rye flour	½ cent per pound	50 cents per barrel	"	50·0	
Oatmeal and rolled oats	1 cent per pound	60 cents per 100 pounds	50 cents per 100 pounds	50·0	16·67
Cornmeal	40 cents per 100 pounds	25 cents per barrel	12½ cents per 100 pounds	68·75	2·00
Barley malt	45 cents per bushel	45 cents per 100 pounds	15 cents per 100 pounds	50·0	
Barley, pot, pearled, etc	2 cents per pound	30 per cent.	½ cent per pound	75·0	43·3
Buckwheat flour	25 per cent.	50 cents per 100 pounds	"	7·0	
Split peas	45 cents per bushel	15 cents per bushel	7½ cents per bushel	83·3	50·0
Prepared cereal foods	20 per cent.	20 per cent or 25 per cent	17½ per cent.	12·5	12·5 or 30·0
Bran, mill feed, etc	20 per cent	17½ per cent.	12½ cents per 100 pounds	37·5	25·0
Macaroni and vermicelli	1½ cents per pound	$1.25 per 100 pounds	1 cent per pound	33·3	20·0
Biscuits, wafers, etc., sweetened	3 cents per pound plus 15 per cent or 50 per cent.	27½ per cent or 35 per cent.	25 per cent or 32½ per cent.	7·0, 50·0, 28·67·0 or 9·0 or 35·0	
Candied fruits, etc	1 cent per pound plus 35 per cent.	35 per cent.	32½ per cent.	33·3	7·14
Sugar, candy and confectionery	4 cents per pound plus 15 per cent or 50 per cent.	"	"	18·75 or 35·0	7·14

Maple sugar and syrup	4 cents per pound	20 per cent	1 cent per pound	75·0	50·0
Pickles, sauces, etc	40 per cent	35 per cent	32½ per cent	18·75	7·14
Fruit juices, nonalcoholic	70 cents per gallon	20 per cent	17½ per cent	70·0	12·5
Mineral waters, bottled etc	30 cents per dozen quarts	17½ per cent	"	41·6	
Essential oils	25 per cent	10 per cent	7½ per cent	70·0	25·0
Grape vines, currant bushes, etc	"	20 per cent	17½ per cent	30·0	12·5
Ploughs, harrows, harvesters, reapers, mowers threshing machines, drills and planters, horserakes, cultivators, etc.	15 per cent	17½ per cent or 20 per cent	15 per cent		14·3 or 25·0
Parts of threshing machines	45 per cent	20 per cent	"	75·0	25·0
Portable and traction engines	30 per cent	"	20 per cent	33·3	
Hay loaders, potato diggers, etc., and parts	4 5 per cent	25 per cent	"	55·5	20·0
Grindstones, not mounted	$1.75 per ton	15 per cent or 25 per cent	5 cents per 100 pounds	36·0	65·0
Building stone, etc., not dressed	10 cents per cubic foot	15 per cent	12½ per cent	33·5	16·67
Roofing slates	20 per cent	75 cents per 100 square feet	55 cents per 100 square feet	29·0	26·6
Vitrified paving blocks	35 per cent	22½ per cent	17½ per cent	50·0	22·2
Paving blocks of stone*					
Oxide of iron, as a colour	30 per cent	22½ per cent	22½ per cent	25·0	
Asbestos, woven fabrics of	40 per cent	25 per cent	"	43·8	10·0
Asbestos, other manufactures of	25 per cent	"	"	10·0	10·0
Printing ink	"	20 per cent	17½ per cent	30·0	12·5
Cutlery	40 per cent and upward	30 per cent	27½ per cent	31·25	8·33
Bells and gongs	45 per cent	"	"	38·8	8·33
Brass corners and rules	"	"	"	38·8	8·33
Sanitary fixtures	35 per cent, 45 per cent or 55 per cent.	35 per cent	32½ per cent	7·14, 27·7 or 41·0	7·14
Brass band instruments	45 per cent	25 per cent	22½ per cent	50·0	10·0
Clocks, watches, etc	40 per cent (average)	30 per cent	27½ per cent	31·25	8·33
Printers' wooden cases	35 per cent	"	"	21·42	8·33
Wood flour	"	25 per cent	22½ per cent	35·73	10·00
Canoes and small boats	"	"	"	35·73	10·00
Feathers, crude, in their natural state	20 per cent	15 per cent	12½ per cent	37·5	16·67
Surgical dressings, antiseptic, etc	45 per cent or various	20 per cent	17½ per cent	61·0	12·5
Surgical trusses, etc	35 per cent, 40 per cent or 45 per cent.	"	"	50·0, 56·25 or 61·0	12·5
Plate glass, not bevelled	22½ cents per square foot	27½ per cent	25 per cent	75·0	9·1
Automobiles and motor vehicles, and parts	45 per cent	35 per cent	30 per cent	33·3	14·3
Digesters for pulp mills	"	30 per cent	27½ per cent	38·8	8·33
Leather cases, pocketbooks, etc	40 per cent, 45 per cent or 50 per cent.	35 per cent	30 per cent	25·0, 33·3 or 40·0	14·3

*Data for computation not available.

TABLE C.—Percentage of Reduction—*Continued.*

SCHEDULE C.

Articles the growth, product, or manufacture of Canada to be admitted into the United States at the undermentioned special rates of duty when imported from Canada.

Articles.	United States Rates.	Canadian General Rates.	Proposed Rates.	Reduction by United States.	Reduction by Canada.
				per cent.	per cent.
Aluminum, in crude form	7 cents per pound		5 cents per pound	28·6	
Aluminum, in plates, sheets, bars, etc	11 cents per pound		8 cents per pound	27·8	
Laths	20 cents per M pieces		10 cents per M pieces	50·0	
Shingles	50 cents per thousand		30 cents per thousand	40·0	
Sawed boards, planks, deals, etc.:					
Planed or finished on one side only	$1 or $1.75 per M feet		50 cents per M feet	50·0 or 75·5	
Planed or finished on one side and tongued and grooved, or planed or finished on two sides.	$1.25 or $2 per M feet		75 cents per M feet	40·0 or 62·5	
Planed or finished on three sides, or planed or finished on two sides and tongued and grooved.	$1.62½ or $2.375 per M feet		$1.125 per M feet	30·8 or 52·65	
Planed and finished on four sides	$2 or $2 75 per M feet		$1.50 per M feet	25 0 or 45·45	
Iron ore	15 cents per ton		10 cents per ton	33·33	
Coal slack or culm	"		15 cents per ton		

TABLE C.—Percentages of Reduction—*Continued.*

SCHEDULE D.

Articles the growth, product, or manufacture of the United States to be admitted into Canada at the undermentioned special rates of duty when imported from the United States.

Articles.	United States Rates.	Canadian General Rates.	Proposed Rates.	Reduction by United States.	Reduction by Canada.
				per cent.	per cent.
Cement, Portland, etc.	7 cents or 8 cents per 100 pounds.	12½ cents per 100 pounds.	11 cents per 100 pounds.		12·0
Coal, bituminous, round and run of mine.	45 cents per long ton	53 cents per short ton.	45 cents per short ton.		15·1
Apple trees, peach trees, etc.	$1 or $2 per 1,000	3 cents each.	2½ cents each		16·67
Condensed milk.	2 cents per pound.	3½ cents per pound.	2 cents per pound		38·46
Canned fruits.	"	2¼ cents per pound	"		11·11
Biscuits, not sweetened	20 per cent.	25 per cent.	20 per cent.		20·0
Peanuts:					
Shelled	1 cent per pound	3 cents per pound.	1 cent per pound.		66·67
Unshelled	½ cent per pound	2 cents per pound.	½ cent per pound		75·00

TABLE D.—Exports from the United States to Canada during the fiscal years 1906 to 1910.

[Compiled from Advance Sheets of Table No. 19, Commerce and Navigation of the United States, 1910; Bureau of Statistics, Department of Commerce and Labour.]

Articles.	Quantities.					Values.				
	1906.	1907.	1908.	1909.	1910.	1906.	1907.	1908.	1909.	1910.
DOMESTIC EXPORTS.						$	$	$	$	$
Agricultural implements :										
Mowers and reapers, and parts of						284,306	460,141	165,909	227,253	358,480
Plows and cultivators, and parts of						532,801	664,960	474,018	792,829	1,614,482
All other, and parts of						1,464,768	2,098,661	1,262,715	1,293,474	1,407,359
Aluminum, and manufactures of						192,046	296,444	69,059	221,672	515,145
Animals :										
Cattle ... NO.	15,633	13,125	8,273	8,103	10,283	453,350	335,786	255,855	209,914	323,274
Horses ... "	31,916	26,361	15,324	17,276	24,518	3,435,504	3,336,353	1,962,438	2,221,562	3,216,218
Sheep ... "	68,951	63,034	53,583	43,803	36,531	212,450	195,655	206,089	158,660	133,294
All other, including fowls						602,378	242,964	178,753	251,564	414,676
Art works : Paintings and statuary						334,835	99,429	67,751	89,144	118,444
Books, maps, engravings, etchings, and other printed matter						2,162,732	2,191,650	2,448,175	2,648,549	3,322,423
Brass, and manufactures of						1,726,899	2,299,464	1,436,851	1,503,114	2,023,580
Breadstuffs :										
Corn ... bush.	7,479,951	10,489,733	7,364,567	4,786,223	6,178,896	4,021,365	5,443,603	4,759,017	3,432,081	4,048,006
Corn meal ... bbl.	28,549	26,829	33,448	32,372	31,241	80,322	70,233	94,771	105,745	104,200
Oats ... bush.	1,770,592	188,131	59,321	56,214	11,743	567,689	67,709	26,077	26,085	5,603
Rye ... "	59,228	60,339	86,684	27,452	1,081	39,341	40,170	73,712	21,259	1,414
Wheat ... "	169,100	173,941	1,033,635	877,942	2,111,370	141,952	125,005	979,817	878,342	2,317,191
Wheat flour ... bbls.	70,491	75,142	63,861	46,096	49,981	286,322	297,581	285,497	216,204	235,866
Preparations of, for table food						407,470	326,219	282,259	261,889	329,560
All other						387,790	167,035	176,046	216,042	249,867
Bricks						632,343	715,615	492,213	536,904	972,286
Broom corn						196,966	209,621	231,630	242,146	372,341
Carriages, cars, other vehicles, and parts of :										
Automobiles, and parts of						647,125	1,165,374	944,836	1,687,638	4,363,694

Cars, passenger and freight, and parts of, for steam railways						340,644	356,159	1,479,322	335,454	427,610
Cycles, and parts of						68,040	53,750	62,387	55,943	78,277
All other carriages, and parts of						876,756	1,110,235	650,520	912,294	1,433,087
Cement.....bbls.	487,887	192,764	294,910	157,700	53,253	627,476	282,795	410,988	233,922	72,081
Chemicals, drugs, dyes, and medicines:										
Dyes and dyestuffs						146,003	113,685	91,644	97,289	125,009
Medicines, patent or proprietary						334,980	377,420	276,170	271,426	334,524
All other						1,920,190	2,246,714	2,398,062	2,341,403	2,810,886
Clocks and watches:										
Clocks, and parts of						254,825	300,563	235,750	271,709	293,257
Watches, and parts of						586,329	708,434	508,480	485,353	574,296
Coal and coke:										
Coal—										
Anthracite.....tons	1,917,469	2,439,453	2,773,779	2,823,283	2,897,005	9,484,994	11,972,042	13,543,968	14,067,970	14,325,474
Bituminous.....tons	4,909,940	6,152,833	6,851,170	6,515,827	7,255,514	11,982,510	14,981,221	16,730,450	15,826,019	17,316,786
Coke.....tons	389,189	461,933	450,556	494,335	656,101	1,131,899	1,443,977	1,483,392	1,686,775	2,249,753
Cocoa, ground or prepared, and chocolate						217,254	238,903	231,097	303,434	336,949
Copper, manufactures of:										
Pigs, ingots, bars, plates, and old.....lbs.	2,724,801	4,572,347	3,968,037	5,111,189	6,524,481	484,129	968,532	640,386	738,785	916,097
All other						3,184,214	3,410,046	1,652,353	1,777,985	3,378,793
Cotton, and manufactures of:										
Unmanufactured.....lbs.	70,954,037	75,171,316	56,998,434	65,726,749	62,796,152	7,778,767	7,978,957	6,286,324	6,387,199	8,936,006
Manufactures of—										
Cloths—										
Coloured.....yds.	5,858,408	4,762,516	2,800,780	4,037,503	5,269,271	464,965	408,410	263,675	403,368	477,485
Uncoloured.....“	3,653,987	3,291,222	1,926,712	2,986,531	3,995,003	346,408	304,148	194,654	274,245	386,364
Wearing apparel						972,500	909,084	875,947	1,029,939	1,670,422
Waste, cotton-mill.....lbs.	4,928,881	6,825,855	5,060,687	4,832,099	6,782,034	279,739	370,750	281,994	248,637	411,683
All other						1,298,070	1,319,830	1,426,284	1,527,457	2,052,958
Earthen, stone, and chinaware						437,050	525,684	369,338	323,040	453,301
Explosives						294,312	220,695	245,521	275,144	238,696
Fertilizers.....tons.	12,098	16,146	17,180	20,694	25,087	266,122	375,542	398,223	468,120	524,995
Fibers, vegetable, and textile grasses, manufactures of—										
Cordage.....lbs.	523,648	895,575	1,182,234	927,221	1,383,107	68,467	117,433	142,277	92,061	122,357
Twine						1,613,867	2,290,489	1,330,715	1,871,367	1,518,273
All other						385,742	345,280	248,703	241,500	260,670
Fish—										
Salmon, canned.....lbs.	236,664	793,247	7,320	229,934	99,022	14,814	65,356	587	21,773	7,570
Shellfish, oysters						233,750	239,587	271,760	252,619	285,599
All other fish and fish products						179,502	168,090	157,271	138,626	289,585
Fruits and nuts—										
Fruits—										
Oranges[1].....boxes.			599,568	823,825	881,260	970,329	1,058,548	1,409,121	1,995,049	2,047,477
Prunes.....lbs.	5,581,858	10,367,047	6,665,496	8,322,074	10,583,034	255,775	424,941	319,784	341,169	415,668
Raisins.....“	2,697,797	6,138,010	5,665,870	5,736,290	6,086,327	171,990	386,696	257,621	316,622	279,709

[1]Quantity not stated prior to 1908.

TABLE D.—Exports from the United States to Canada during the fiscal years 1906 to 1910—*Continued.*

Articles.	Quantities.					Values.				
	1906.	1907.	1908.	1909.	1910.	1906.	1907.	1908.	1909.	1910.
DOMESTIC EXPORTS—*Con.*						$	$	$	$	$
Fruits—*Con.*										
All other, green, ripe, or dried						1,125,159	1,329,965	1,517,405	1,677,038	1,891,111
Preserved						63,324	84,551	124,495	92,292	175,740
Nuts						218,666	184,793	232,381	175,707	203,278
Furs and fur skins						1,772,324	2,050,551	1,618,993	2,124,671	2,780,128
Glass and glassware						865,369	908,443	840,133	756,756	969,135
Grease, grease scraps, and all soap stock						345,364	666,002	643,300	865,576	846,036
Hay ..... tons.	6,259	6,518	10,658	6,994	6,141	93,141	126,710	221,125	119,578	126,878
Hides and skins, other than furs ..... lbs.	793,153	1,072,424	1,602,831	697,414	4,389,522	101,565	150,085	199,931	92,479	609,319
Household and personal effects, etc.						2,359,215	2,332,433	2,614,158	2,343,790	2,860,626
India rubber, manufactures of—										
India rubber, scrap and old[1] lbs.		1,132,032	1,568,413	1,283,615	2,312,085	52,747	108,531	114,006	104,186	199,144
Belting, hose, and packing						148,971	152,816	176,909	182,052	271,100
All other						1,043,892	1,241,244	865,910	968,208	1,541,977
Instruments and apparatus for scientific purposes—										
Electrical appliances, including telephone and telegraph instruments						890,005	1,307,063	1,317,639	1,498,754	2,356,325
All other						385,137	308,494	391,112	243,810	633,088
Iron and steel and manufactures of—										
Iron ore ..... tons.	227,142	237,592	292,784	401,567	544,301	608,029	670,995	880,197	1,264,048	1,636,917
Pig iron ..... "	48,702	81,357	37,484	31,177	67,334	826,184	1,557,653	751,044	510,813	1,137,357
Bar iron ..... lbs.	78,294,740	75,745,774	14,348,206	8,322,546	11,601,492	1,557,437	1,526,230	258,030	150,995	216,228
Bars or rods of steel—										
Wire rods ..... lbs.	14,452,173	22,948,631	11,444,766	26,105,324	55,474,897	240,264	450,439	215,911	401,083	781,335
All other ..... "	21,482,548	66,897,724	75,093,003	74,946,617	150,101,844	416,157	1,366,090	1,543,900	1,326,158	2,390,235
Billets, ingots, and blooms of steel ..... tons.	19,807	15,388	4,146	7,587	12,853	458,888	166,664	100,624	185,544	306,268
Rails for railways, steel ... "	58,617	32,412	37,537	25,937	27,255	1,663,235	925,167	1,106,614	745,835	801,084

Sheets and plates—										
Steel ..... lbs.	129,010,784	187,354,172	94,984,790	132,439,632	256,554,313	2,435,277	3,787,081	2,661,590	2,965,179	4,875,466
Tin plates, terneplates, and taggers tin..... lbs.	22,905,068	18,788,199	31,110,192	7,708,725	23,785,216	846,636	731,353	1,209,721	268,410	826,929
Structural iron and steel. tons.	48,355	69,152	51,056	36,740	66,584	2,442,922	3,495,753	2,530,523	1,585,137	2,828,338
Wire..... lbs.	99,380,388	114,908,585	65,704,672	73,594,419	96,306,005	2,285,061	2,660,056	1,639,080	1,662,970	2,136,653
Builders' hardware, saws, and tools										
Locks, hinges, and other builders' hardware.....						1,047,658	1,190,669	953,486	893,807	1,272,969
Saws.....						184,399	239,286	211,904	196,278	203,262
Tools, n.e.s.....						948,512	1,113,187	896,348	826,354	1,025,979
Castings, n.e.s						768,667	1,239,099	921,774	644,665	904,412
Firearms.....						344,565	425,282	303,047	210,825	305,016
Machinery, machines and parts of—										
Cash registers..... No.	1,728	1,342	941	726	724	232,210	187,484	126,605	73,263	45,260
Electrical machinery.....						2,131,763	1,901,325	857,355	590,152	1,151,449
Metal-working machinery.....						166,063	257,074	538,612	214,029	336,172
Printing presses, and parts of...						453,384	421,665	771,487	330,752	756,493
Pumps and pumping machinery.						464,703	419,692	337,055	317,282	456,358
Sewing machines, and parts of..						361,632	497,637	417,469	327,696	462,128
Steam engines and parts of—										
Locomotives..... No.	78	230	127	83	65	299,513	1,906,411	771,103	363,279	247,979
Stationary..... "	1,605	1,920	2,663	3,337	3,173	466,412	734,138	766,635	821,498	840,418
Boilers and parts of engines.....						461,480	636,021	587,759	657,926	1,366,650
Typewriting machines and parts of.....						263,347	257,851	266,152	353,237	430,737
All other.....						7,423,156	8,582,902	8,226,091	7,120,861	10,921,762
Pipes and fittings..... lbs.	107,621,249	93,850,142	74,746,281	46,638,343	74,063,833	2,116,603	2,130,127	1,717,008	1,404,434	1,618,181
Scales and balances.....						139,109	154,675	164,952	137,911	109,181
Stoves, ranges and parts of.....						514,359	633,246	505,115	448,599	635,900
All other manufactures of iron and steel.....						5,009,780	5,555,031	5,985,521	5,989,760	8,436,969
Jewelry and manufactures of gold and silver:										
Jewelry.....						658,142	836,852	577,954	576,823	670,070
All other manufactures of gold and silver						321,350	378,231	245,704	192,879	196,467
Lamps, chandeliers and all other devices for illuminating purposes						534,179	513,819	378,019	404,032	548,866
Leather and manufactures of:										
Leather—										
Upper leather, splits, buff, grain, and all other upper leather.....						309,716	365,104	285,152	369,453	521,427
All other leather.....						622,267	733,107	585,657	615,952	836,023
Boots and shoes. .....pairs.	640,456	692,900	654,612	576,341	680,294	1,124,066	1,192,732	1,215,248	1,055,533	1,262,906
Harness and saddles.....						147,894	197,590	89,204	150,121	265,073
All other.....						557,622	599,253	499,511	573,758	798,551

[1]Quantity not stated prior to 1907.

TABLE D.—Exports from the United States to Canada during the fiscal years 1906 to 1910—*Continued.*

Articles.	Quantities.					Values.				
	1906.	1907.	1908.	1909.	1910.	1906.	1907.	1908.	1909.	1910.
DOMESTIC EXPORTS—*Con.*						$	$	$	$	$
Marble and stone, and manufacture of :										
Unmanufactured						263,592	393,999	289,081	224,641	390,624
Manufactures of						319,063	323,874	359,682	418,392	456,734
Meat and dairy products :										
Meat products—										
Beef, salted or pickled.... lb.	2,807,669	3,480,208	2,135,795	2,328,584	1,316,873	152,634	175,579	126,320	158,765	89,580
Bacon.... "	2,415,544	2,235,638	1,396,168	1,898,130	1,838,172	291,131	306,960	196,057	261,718	323,049
Hams and shoulders, cured "	3,293,664	4,242,495	3,396,464	2,458,705	2,560,460	404,515	533,761	413,172	323,750	394,486
Pork, pickled "	12,369,869	9,494,134	13,019,795	11,894,500	8,085,313	919,364	786,261	1,063,920	1,027,295	923,180
Lard "	7,696,903	6,732,795	11,761,996	11,999,862	9,310,289	643,476	649,910	1,075,388	1,238,567	1,227,854
All other						518,422	370,558	420,690	392,849	578,541
Dairy products						165,686	290,091	358,049	117,328	86,230
Musical instruments, and parts of						545,676	689,510	550,296	616,466	674,498
Naval stores :										
Rosin.....bbls.	76,806	74,265	70,185	63,993	67,760	315,769	356,491	400,136	320,115	374,190
Turpentine, spirits of....galls.	949,136	921,333	872,747	964,749	964,460	605,353	601,451	465,252	397,868	540,027
Oils :										
Mineral—										
Crude, including all natural oils....galls.	23,882,943	22,571,811	28,577,508	35,366,004	39,222,019	748,390	707,002	938,711	1,114,755	1,141,063
Refined or manufactured—										
Naphthas, including all lighter distillates.....galls.	1,383,969	3,967,500	7,365,222	8,083,295	16,675,773	127,543	411,407	725,404	713,165	.....
Illuminating ..... galls.	10,390,809	9,148,319	4,999,978	12,752,012	8,993,248	786,840	692,478	344,224	765,004	530,000
Lubricating and heavy paraffin galls.	1,815,418	2,672,097	2,972,335	2,875,399	3,603,991	352,210	483,508	522,317	504,661	672,658
Vegetable—Cottonseed... lbs.	7,952,080	9,384,128	8,872,710	10,693,403	15,458,774	342,394	565,032	532,884	613,836	1,054,720
Paints, pigments and colours						608,887	578,900	461,028	461,239	571,496
Paper, and manufactures of :										
Paper hangings						181,723	167,186	146,494	152,468	184,904
Printing paper..... lbs.	6,981,961	6,784,225	5,240,550	6,103,802	9,613,685	345,058	345,285	246,529	292,887	433,709
Writing paper and envelopes						183,257	206,912	225,506	249,191	275,227
All other						1,487,580	1,628,622	1,686,123	1,518,830	1,855,320
Plated ware						327,418	325,997	265,600	231,693	294,502

Seeds :										
Clover ..... lbs.	351,009	595,886	1,725,366	5,046,676	1,338,637	43,386	75,615	298,682	497,099	192,807
Flaxseed or linseed. .. .. bush.	662,987	2,560	35,425	558	344	752,576	2,750	46,088	1,091	740
Timothy ..... lbs.	6,099,787	9,228,759	10,689,688	13,436,208	14,594,702	204,805	404,053	500,558	529,926	562,037
All other	.....	.....	.....	.....	.....	127,467	123,331	157,264	171,357	195,291
Silk manufactures	.....	.....	.....	.....	.....	364,068	397,726	354,501	503,747	721,983
Soap	.....	.....	.....	.....	.....	270,588	318,617	308,828	354,516	458,770
Spirits, wines and malt liquors :										
Malt liquors	.....	.....	.....	.....	.....	254,768	382,481	349,990	318,868	378,653
Straw and palm leaf, and manufactures of	.....	.....	.....	.....	.....	283,267	358,878	304,046	350,826	469,937
Sugar, molasses and confectionery : Molasses ..... galls.	1,207,661	548,885	250,260	588,316	374,538	236,157	101,997	59,087	83,741	75,267
Tin, manufactures of	.....	.....	.....	.....	.....	326,437	502,403	322,535	243,584	367,391
Tobacco, unmanufactured : Leaf ..... lbs.	12,824,137	16,218,714	12,986,862	11,713,034	13,201,474	1,379,734	2,004,942	1,792,530	1,662,266	1,878,087
Vegetables :										
Potatoes ..... bush.	171,010	136,360	169,029	107,425	207,764	95,694	100,474	154,398	112,436	146,727
Vegetables, canned	.....	.....	.....	.....	.....	47,627	36,294	37,548	45,896	97,390
All other, including pickles and sauces	.....	.....	.....	.....	.....	577,015	563,033	731,923	799,021	955,919
Wood, and manufactures of :										
Logs and other round timber ...	.....	.....	.....	.....	.....	757,306	551,255	691,249	274,537	389,299
Timber—										
Sawed ..... M ft.	28,825	28,037	18,767	16,146	24,464	585,141	634,710	375,220	292,515	511,864
Hewn ..... cu. ft.	289,460	230,135	325,138	471,314	519,201	114,751	82,675	123,689	142,967	117,535
Boards, deals and planks. M ft.	99,682	169,711	142,776	119,548	176,736	2,535,296	4,902,910	4,115,785	3,179,811	4,922,129
Joists and scantling ..... "	2,276	2,354	6,579	6,622	10,878	39,781	54,327	145,914	120,107	207,114
All other	.....	.....	.....	.....	.....	821,747	1,030,773	1,122,538	1,008,855	1,725,923
Furniture, n.e.s.	.....	.....	.....	.....	.....	755,838	808,581	764,201	706,629	920,025
All other manufactures of	.....	.....	.....	.....	.....	1,597,364	1,739,336	1,742,795	1,522,554	1,987,544
Wool, manufacture of :										
Wearing apparel	.....	.....	.....	.....	.....	1,051,242	857,183	923,815	825,810	997,981
All other	.....	.....	.....	.....	.....	160,581	188,431	163,456	170,636	190,929
All other articles	.....	.....	.....	.....	.....	4,354,511	5,409,231	5,702,319	6,816,719	8,043,544
Total domestic exports	.....	.....	.....	.....	.....	146,175,015	171,731,700	157,516,736	153,608,991	202,548,023
Total foreign exports	.....	.....	.....	.....	.....	10,561,670	11,474,367	9,519,211	9,839,665	13,441,998
Total exports of merchandise ..	.....	.....	.....	.....	.....	156,736,685	183,206,067	167,035,947	163,448,656	215,990,021

TABLE E.—Imports from Canada into the United States during the fiscal years 1906 to 1910—*Continued.*

[Compiled from Advance Sheets of Table No. 15, Commerce and Navigation of the United States, 1910; Bureau of Statistics, Department of Commerce and Labour.]

Articles.		Quantities.					Values.				
		1906.	1907.	1908.	1909.	1910.	1906.	1907.	1908.	1909.	1910.
							$	$	$	$	$
Animals:											
Cattle.....No...	free.	358	326	362	402	406	54,134	49,897	33,814	54,847	42,966
	duty.	4,188	4,427	25,537	10,061	5,168	99,946	81,739	492,617	174,064	109,772
Horses.....No. .	free.	801	729	653	878	2,079	118,237	131,101	161,592	150,424	319,959
	duty.	1,910	1 827	1,366	1,545	2,615	353,833	326,574	232,380	270,541	484,560
Sheep.....No...	free.	2,272	2,531	5,294	4,600	5,575	40,025	52,512	95,631	80,966	111,013
	duty.	217,979	218,712	182,207	93,857	103,519	930,095	1,043,586	902,995	397,684	527,687
All other.....	free.	... .	. .....	....	.....	.....	14,654	37,579	15,899	13,078	25,511
	duty.	....	.....	....	.. ..	.....	99,462	95,459	105,954	79,481	124,770
Articles, the growth, etc., of the United States, returned (except "Spirits").....	free.	... .	.....	.....	.....	.....	4,611,683	4,907,373	5,596,567	5,414,853	5,900,209
Art works: The production of American artists.....	free.	. . . .	.....	.....	.....	.....	121,409	9,738	869	2,187	2,797
All other.....	duty.	.....	.....	.....	....	....	39,017	179,518	36,362	9,933	18,496
Asbestos, unmanufactured[1].	tons.. free.	.....	.....	....	40,978	47,322	944,802	1,012,900	1,065,744	979,906	1,087,098
Bark: Hemlock.....cords..	"	7,467	6,744	8,868	20,373	16,450	35,860	30,757	43,890	126,560	96,667
Bones, horns, and hoofs, unmanufactured.....	free.	.....	.....	....	.....	....	43,750	70,281	92,990	94,949	96,524
Books, music, maps, engraving, etc.....	"	.....	.....	....	....	....	45,570	73,271	69,481	93,398	72,293
	duty.	.....	.....	.....	.....	.....	62,177	69,201	73,267	73,849	77,474
Brass, fit only for remanufacture.	lbs.. free.	1,579,408	1,549,114	575,315	926,374	922,726	171,690	183,017	53,613	68,124	77,078
Breadstuffs:											
Barley . .....bush..	duty.	17,053	37,171	198,118	2,420	....	8,963	12,984	141,215	1,221	.....
Rye..... ..... " ..	"	5	127	17	46	.....	4	90	16	42	.....
Wheat... ..... " ..	"	55,138	373,153	338,665	31,622	152,383	48,116	233,156	324,345	25,196	135,441
All other..	"	.....	.....	.....	....	....	327,322	340,378	530,801	2,936,143	1,613,896
	free.	.....	.....	....	....	.....	286	9	178	.....	49

Bronze manufactures						510	1,424	1,015	2,616	1,460
Cement: Roman, Portland, etc. lbs.. duty.	1,379,200	3,140,183	278,290	16,687,970	16,002,146	9,109	22,864	1,643	84,729	73,128
Chemicals, drugs, dyes, and medicines free.						307,930	297,011	283,124	1,320,457	1,155,116
duty.						1,037,439	1,446,589	1,440,961	1,623,544	1,722,481
Chromic ore or chromate of iron. tons.. duty.	8,885	5,517	5,808	3,978	241	107,580	66,115	69,009	50,042	2,892
Coal, bituminous.... " .. "	1,479,143	1,297,376	1,255,036	1,052,786	1,356,840	3,552,685	3,089,254	3,145,507	2,993,606	3,710,006
Coke..... " .. "	82,974	65,568	40,453	88,979	*43,498	418,709	331,861	203,887	454,659	219,529
Copper, and Manufactures of: Ore and regulus.. tons.. free.	58,245	93,669	105,695	63,012	21,818	1,018,089	1,564,572	1,158,894	928,424	928,380
Pigs, ingots, bars, plates, and old..... lbs.. free.	29,582,682	26,431,580	29,505,908	33,089,601	30,126,125	4,974,343	5,537,999	4,914,590	4,574,301	3,872,334
All other manufactures of. duty.						931	3,751	141	190	3,797
Cotton, unmanufactured, including waste or flocks ..... lbs. free.	1,066,718	655,839	854,513	1,658,283	1,720,450	58,112	25,126	51,701	77,642	60,562
Earthen, stone, and china ware. duty.						5,787	14,686	13,080	17,385	12,286
Eggs..... .....doz.. "	16,520	33,121	28,022	55,301	39,360	6,184	9,747	8,179	15,387	12,500
Explosives .... "						321,548	321,348	222,182	230,764	254,930
Fertilizers..... free.						225,768	290,838	299,267	365,875	437,452
Fibers, vegetable, and textile grasses, unmanufactured..... "	347	114	263	24	185	47,399	2,228	35,938	829	20,411
.....tons.. duty.	837	763	677	597	583	181,739	167,907	144,716	137,055	118,741
Fish: Fresh— Lobsters, canned or uncanned. lbs.. free.	8,980,169	6,791,200	8,063,752	8,791,562	9,125,710	1,215,481	1,074,542	1,375,315	1,179,791	1,196,136
Salmon..... " .. duty.	4,733,057	1,235,819	1,140,381	680,057	.....	170,376	120,439	120,032	75,500	.....
All other..... "					45,183,074	1,563,241	1,656,365	1,639,946	1,563,989	2,050,033
Cured or preserved— Cod, haddock, hake, etc. lbs.. "	16,746,667	13,157,174	12,959,677	18,449,875	17,085,091	929,182	691,166	679,237	724,095	759,882
Herring, dried, smoked, pickled, etc. ....lbs.. duty.	7,717,046	8,395,346	6,261,078	3,521,519	7,720,165	174,542	175,787	136,579	69,750	149,835
Mackerel, pickled or salted. .....lbs., dut.	2,854,397	6,871,274	3,277,799	5,945,788	3,256,042	165,738	374,713	209,782	246,956	....
Salmon, pickled or salted.. lbs. .... dut.	621,160	704,700	1,017,884	681,013	.....	55,489	69,923	106,628	66,722	.....
All other .. . . free..	.....	.....	.....	.....	.....	1,406,248	257,787	198,323	110,989	115,325
dut..	.....	.....	.....	.....	.....	224,210	282,578	296,047	281,982	340,929
Fruits and nuts..... ..... free..	.....	.....	.....	.....	.....	21,389	25,851	17,054	21,959	18,646
dut..	.....	.....	.....	.....	.....	209,513	150,466	529,684	193,705	281,094
Furs and fur skins, undressed. free.	.....	.....	.....	.....	.....	1,702,644	1,387,467	1,192,273	1,350,011	2,036,706
Furs, and manufactures of....dut.	.....	.....	.....	.....	.....	67,410	82,041	72,709	112,997	65,759
Gold and silver sweepings....free.	.....	.....	.....	.....	.....	97,516	114,831	68,863	57,196	73,873
Grease and oils..... "	.....	.....	.....	.....	.....	18,761	23,405	41,811	55,820	45,425
Hair, unmanufactured..... "	.....	.....	.....	.....	.....	118,611	144,096	123,889	127,411	197,966
Hay.. .....tons, dut.	68,521	61,044	10,020	6,651	96,509	501,849	500,485	89,348	60,179	771,196

[1] Quantity not stated prior to 1909.

TABLE E.—Imports from Canada into the United States during the fiscal years 1906 to 1910—*Concluded.*

Articles.	Quantities.					Values.				
	1906.	1907.	1908.	1909.	1910.	1906.	1907.	1908.	1909.	1910.
						$	$	$	$	$
Hides and skins, other than fur skins	free. 8,239,663	10,802,326	10,316,059	10,821,770	39,837,690	1,084,948	1,449,285	1,269,533	1,415,366	5,072,220
	lbs. | dut. 23,009,013	20,903,528	25,469,885	31,235,840	1,598,456	2,394,502	2,197,335	1,872,265	2,832,355	183,731
Household and personal effects, etc.	free.					1,476,397	1,647,405	1,774,026	1,917,530	2,074,332
Indian rubber, old, scrap	lbs. free. 3,646,384	3,873,218	2,684,461	4,366,115	4,864,003	244,747	330,123	210,175	320,375	406,550
Iron and steel, and manufactures of :										
Iron ore	tons. dut. 101,615	31,010	28,682	3,116	32,205	220,112	52,765	55,617	12,660	97,984
Pig iron	" 1,007	1,444	879	3,442	1,337	30,614	43,417	48,006	213,081	63,935
Scrap iron and steel	" 19,696	6,399	9,037	3,131	28,252	291,944	92,068	128,023	37,129	298,483
Tinplates, terneplates, and taggers tin	lbs. dut. 169,991	146,513	208,726	342,352	367,506	7,364	6,128	9,359	16,015	15,088
All other manufactures of	"					153,317	169,185	126,481	149,233	309,113
Lead :										
In ore and base bullion	lbs. dut. 17,554,975	21,205,023	3,528,013	4,084,835	67,061	463,341	715,729	120,509	83,306	1,872
Pigs, bars, and old	" 25,992	24,503	2,180,584	2,677	88,728	1,270	1,491	90,698	137	3,274
Leather, and manufactures of	dut.					101,378	113,293	103,238	73,641	108,735
Lime	lbs dut. 36,964,545	30,822,029	11,801,020	11,770,353	15,975,320	55,566	57,308	32,918	40,417	58,930
Malt liquors	galls. dut. 11,480	10,281	6,888	8,045	8,115	10,244	9,481	5,415	6,470	5,066
Marble and stone, and manufactures of	dut.					52,924	55,477	63,998	66,028	67,400
Meat and dairy products	"					84,166	135,730	139,054	140,424	304,817
Metals, metal compositions, and manufactures of [1]	dut.					170,111	335,947	71,919	155,550	1,172,898
Mica	lbs. dut. 1,078,267	1,533,136	343,744	333,768	867,489	328,991	596,321	140,166	132,941	333,136
Minerals, crude	free.					303,884	128,770	80,427	118,219	145,419
Nickel ore and nickel matte	tons. free. 13,626	16,124	16,685	17,261	22,470	1,673,335	1,897,784	2,389,924	2,544,222	3,575,442
Paper stock, crude	free.					204,426	296,027	219,464	240,635	358,291
Paper, and manufactures of	dut.					112,192	427,868	706,756	688,109	1,660,798
Plaster rock or gypsum, crude, ground, or calcined	tons. dut. 394,319	382,631	350,291	290,549	340,710	460,302	460,856	430,746	353,532	420,888
Plumbago	tons. free. 390	674	611	513	1,614	13,902	18,195	14,054	25,030	82,410
Salt	lbs. dut. 9,965,176	2,578,430	8,216,957	9,000,052	1,926,205	22,336	8,119	25,261	28,387	6,173
Seeds	free.					823,049	415,452	455,930	296,097	590,256
	dut.					3,851	10,589	10,232	683,384	[2]2,644,048

Silk, and manufactures of :										
Unmanufactured, including waste.....lbs. free.	331,555	153,118	166,924	289,307	572,195	306,692	145,291	287,192	449,116	899,568
Manufactures of.....dut.	.....	.....	.....	.....	.....	13,806	10,948	8,190	7,017	13,955
Spirits, distilled....pf. galls.dut.	426,091	611,591	575,027	789,361	308,619	825,824	1,167,118	1,114,601	972,533	597,411
Straw and grass, and manufactures of.....dut.	.....	.....	.....	.....	.....	30,537	14,938	21,240	17,787	26,993
Sugar :										
Cane, and other not above No. 16 D.S.....lbs. dut.	60,300	50	.....	31,523	25,719	2,342	4	.....	595	575
Above No. 16 D.S..... "	2,367,236	2,343,395	2,799,441	1,707,416	2,012,337	147,467	195,707	222,910	130,075	143,124
Sulphur ore, as pyrites, etc tons.	17,243	27,221	21,758	43,882	39,500	43,053	75,128	77,332	152,467	131,121
Tea.....lbs. free.	2,170,388	2,324,319	2,435,389	4,565,010	2,237,649	526,248	558,745	613,824	1,052,506	517,062
Tin, in bars, blocks, pigs, etc. lbs. .....free.	118,617	159,493	87,940	112,475	64,066	34,140	41,798	25,561	25,520	15,991
Tobacco, and manufactures of :										
Unmanufactured.....lbs. dut.	341,097	217,545	239,586	216,644	458,757	208,013	140,702	142,256	144,430	251,842
Manufactures of.....dut.	.....	.....	.....	.....	.....	4,443	4,966	6,695	7,002	4,986
Vegetables :										
Beans and dried peas, bush. dut.	127,709	73,796	169,647	112,432	8,501	175,676	120,866	282,609	200,119	15,851
Potatoes..... "	421,106	11,393	177,102	1,181,693	97,138	126,798	5,970	80,006	549,029	36,770
All other.....dut.	.....	.....	.....	.....	.....	227,201	196,414	272,603	252,816	682,417
Wines..... "	.....	.....	.....	.....	.....	19,764	15,892	16,748	11,932	11,167
Wood and Manufactures of :										
Pulp wood[2].....cords. free.	.....	650,366	923,503	727,099	996,895	.....	2,792,751	4,989,919	4,333,880	6,389,553
Timber.....{M feet. free.	100,180	97,225	130,095	153,951	174,568	772,272	932,027	1,245,095	1,485,977	1,696,902
Timber.....{cu. ft. dut.	256,015	.....	.....	.....	.....	46,720	156,786	.....	.....	.....
All other unmanufactured.{free.	.....	.....	.....	.....	.....	2,403,440	.....	225,397	172,827	1,400,985
All other unmanufactured.{dut.	.....	.....	.....	.....	.....	214,736	63,497	51,554	50,806	23,431
Lumber—										
Boards, planks, deals, etc. M feet. dut.	944,153	921,873	779,645	836,795	1,043,823	11,589,864	15,828,477	14,953,158	15,690,558	19,046,837
Shingles.....M. dut.	900,806	880,903	987,266	1,058,363	762,798	1,852,512	1,939,791	2,376,349	2,500,398	1,759,397
All other lumber.....dut.	.....	.....	.....	.....	.....	2,589,739	2,707,420	2,527,337	2,373,755	2,796,345
Wood pulp.....tons. dut.	116,258	149,827	144,860	146,789	113,843	2,503,362	3,230,272	3,198,223	3,406,663	3,021,347
All other manufactures of ..dut.	.....	.....	.....	.....	.....	93,016	161,467	157,023	50,039	123,930
Wool :										
Unmanufactured.....lbs. dut.	1,526,395	1,626,644	1,284,237	1,742,686	1,911,925	395,227	461,479	320,159	342,432	484,389
Manufactures of.....dut.	.....	.....	.....	.....	.....	20,318	24,185	27,640	31,157	41,851
All other free and dutiable articles	.....	.....	.....	.....	.....	2,274,950	1,414,035	2,332,243	2,091,313	5,874,979
Total free of duty.....	.....	.....	.....	.....	.....	27,023,521	28,908,933	32,595,874	33,309,672	45,788,746
Total dutiable.....	.....	.....	.....	.....	.....	41,214,132	44,425,682	42,535,792	46,007,383	52,103,938
Total imports of merchandise	.....	.....	.....	.....	.....	68,237,653	73,334,615	75,131,666	79,317,055	97,892,684

[1] Includes "Brass, manufacture of," after 1906.

[2] The increase in the group "seeds" occurs almost exclusively in flaxseed.

[2] Included in "All other unmanufactured wood" prior to 1907.

TABLE F.—Analysis of the import, export, and total trade of Canada, by countries, Canadian fiscal year, 1910.

(Trade and Navigation, 1910, pp. 380-383 and 454-455: published by the Department of Customs, Dominion of Canada.

Country.	Total Trade.	Rank.	Per Cent.	Imports.	Rank.	Per Cent.	Exports.	Rank.	Per Cent.
	$			$			$		
United States	327,701,484	1	50.0	223,501,809	1	59.4	104,199,675	2	37·3
Great Britain	234,833,245	2	35.9	95,350,300	2	25.3	139,482,945	1	50·0
France	12,710,641	3	1.9	10,109,544	3	2.7	2,601,097	7	0·9
Germany	10,000,998	4	1.5	7,935,230	4	2.1	2,065,768	9	0·7
British West Indies	8,833,272	5	1.3	5,777,698	5	1.5	3,055,574	5	1·1
Newfoundland	5,274,581	6	0.8	1,467,619	13	0.4	3,806,962	3	1.4
Belgium	5,080,044	7	0.8	3,239,888	7	0.9	1,840,156	10	0.7
Argentina	5,049,339	8	0.8	2,181,554	10	0.6	2,867,785	6	1.0
Australia	3,984,692	9	0.6	423,917	.....	0.1	3,561,075	4	1.3
British East Indies	3,584,364	10	0.6	3,526,184	6	0.9	58,180	.....	.....
British Guiana	3,564,869	11	0.5	2,980,238	8	0.8	584,631	19	0·2
British Africa	3,390,724	12	0.5	1,041,565	15	0.3	2,349,159	8	0·8
Netherlands	3,386,797	13	0.5	2,009,990	12	0.5	1,376,807	12	0.5
Japan	2,840,354	14	0.4	2,181,236	11	0.6	659,118	17	0.2
Entire Trade	655,080,567	.....	...	375,833,016	.....	....	279,247,551	...	...

TABLE G, PART 1.—Analysis of imports into Canada from the United States as affected by the reciprocal agreement.

[Fiscal year ended March 31, 1910.]

	Value.	Per cent of dutiable imports.	Per cent of total imports.
	$	p.c.	p.c.
Articles now dutiable which it is proposed to make free	21,957,605	16·51	9·19
Articles on which a reduction in duties is proposed	25,870,354	19·45	10·82
Total articles affected by the reciprocal agreement	47,827,959	35 96	20·01
Remaining dutiable articles	85,198,178	64·04	35·65
Total now dutiable	133,026,137	100·00	55·64
Total free of duty	106,044,412	...	44·36
Grand total	239,070,549	.....	100·00

TABLE G, PART 2.—Analysis of imports into the United States from Canada as affected by the reciprocal agreement.

[Fiscal year 1910.]

—	Value.	Per cent of dutiable imports.	Per cent of total imports.
	$	p.c.	p.c.
Articles now dutiable which it is proposed to make free	39,811,560	76·40	40·67
Articles on which a reduction in duties is proposed	7,521,598	14·44	7·68
Total articles affected by the reciprocal agreement	47,333,158	90·84	48·35
Remaining dutiable articles	4,770,780	9·16	4·87
Total now dutiable	52,103,938	100·00	53·22
Total free of duty	45,788,746	.....	46·78
Grand Total	97,892,684	.....	100·00

CANADIAN RECIPROCITY.

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No. 9.

From His Majesty's Ambassador at Washington to the Governor General.

BRITISH EMBASSY,
WASHINGTON, February 14, 1911.

MY LORD,—I have the honour to transmit herewith copies of the report of the Committee on Ways and Means recommending to the House of Representatives favourable consideration of the Bill putting into effect the recent reciprocity agreement with Canada. This report supplements and reinforces the President's recommendation of the Bill.

It will be observed that the amendment to the original Bill proposed by the Committee's Report corrects the discrepancy between the original Bill and the Agreement, to which attention was called in my despatch No. 16 of February 6. In the absence of any instructions from the Dominion Government on this point no official action was taken by this Embassy which assured itself privately that the matter had not escaped the attention of the members of the Committee.

I have, &c.,
JAMES BRYCE.

His Excellency
The Right Honourable
THE EARL GREY, G.C.M.G.,
&c., &c., &c.

RECIPROCITY WITH CANADA.

February 11, 1911.—Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

Mr. MCCALL, from the Committee on Ways and Means, submitted the following

REPORT.

[To accompany H. R. 32216.]

The Committee on Ways and Means, to whom was referred the Bill (H. R. 32216) to promote reciprocal trade relations with the Dominion of Canada, and for other purposes, having had the same under consideration, report it back to the House with amendments and recommend that the said Bill, with the following amendments, do pass, viz.:

On page 19 strike out all of lines 15 to 25, inclusive, and on page 20 strike out all of lines 1 to 9, inclusive, and on page 24 strike out all of lines 4 to 11, inclusive, and insert as a new section at the end of the Bill the following:

Sec. 2. Pulp of wood mechanically ground: pulp of wood, chemical, bleached, or unbleached: news print paper, and other paper, and paper board, manufactured from mechanical wood pulp or from chemical wood pulp, or of which such pulp is the component material of chief value, coloured in the pulp, or not coloured, and valued at not more than 4 cents per pound, not including printed or decorated wall paper, being the products of Canada, when imported therefrom directly into the United States, shall be admitted free of duty, on the condition precedent that no export duty, export license fee, or other export charge of any kind whatsoever (whether in the form of additional charge or license fee or otherwise), or any prohibition or restriction in any way of the exportation (whether by law, order, regulation, contractual relation, or otherwise, directly or indirectly), shall have been imposed upon such paper, board, or wood pulp, or the wood used in the manufacture of such paper or board.

The Bill takes a long step toward establishing for the Continent of North America a policy of unrestricted trade and commerce, recognizing natural conditions that have been too long ignored. It is based upon just principles and designed fairly to secure the mutual advantage of the two Nations. The President wisely said in his message that in an arrangement like the pending one 'an exact balance of financial gain is neither imperative nor attainable.' The duties proposed to be remitted by the United States yield about twice as great a revenue as those remitted by Canada. But Canada's concessions bear a much larger proportion to her total income than do our concessions to our total income. And it must also be borne in mind that we are likely to gain as greatly by what we give as by what we get.

When population is taken into account, there is no country in the world that approaches Canada in amount of purchases from the United States. When cotton, in which we have a practical monopoly and which foreign nations must buy from us, is excepted, the United Kingdom is the only country which purchases a larger aggregate of our products. Our splendid trade with the German Empire takes only $258,000,000 of our exports each year, as compared with $242,000,000 which we sell to Canada. When cotton is deducted from the two accounts, Germany, with eight times as many people as Canada, buys from us only $120,000,000, as against Canada's $231,000,000, or only a trifle more than half the aggregate taken by the latter country. France annually buys from us $116,000,000 in total value, or $54,000,000 with cotton excluded. Even the United Kingdom imports from this country but $307,000,000 in value, exclusive of cotton, or barely one-third more than is taken by her colony. Canada buys from us 50 per cent more than she takes from all the other nations of the world combined. Each year her seven or eight millions of people buy of our products as much in value as Great Britain exports to the 300,000,000 people in her Indian Empire. He must be blind indeed who can not see the significance of her remarkable preeminence in the commerce of the United States. In methods of production, scale of living, and racial characteristics no other nation so strongly resembles this country. The forces of nature draw the two countries commercially together with a potency which can not be nullified by mutual tariffs and by the other devices by which statesmen keep nations asunder.

It will help us to understand the policy of the Bill to look at the map and to consider a few primary facts. The habitable part of Canada forms an extended rim across the summit of our country and is shut in by our northern boundary on the one side and by the extreme cold upon the other. This rim is narrow in the eastern and central portions and broadens out toward the mountains and the Pacific under the influence of the Chinook winds. The two countries have a common frontier of 3,700 miles, not including the Alaskan boundary, which would add 1,600 miles more. No two other countries in the world lie alongside each other for nearly so great a distance. It is not a natural frontier made up of mountains and other barriers difficult

to cross, but for the greater distance it is purely artificial in character, and for the rest it is composed of great navigable lakes and rivers. Nature never more greatly tempted two nations to trade with each other.

The attempt to set aside the plain decrees of nature by artificial tariff barriers has injured both countries, but on account of her configuration Canada has suffered far more than this country. It was a problem of the utmost difficulty confronting Canadian statesmen to establish a great and coherent industrial and commercial structure over vast stretches of longitude and little latitude, with deep valleys and almost impassable mountain ranges running north and south. A semblance of unity in such a fabric could only be secured at great cost. Commerce would naturally follow the circles of longitude and break across the boundary in a hundred torrents. But the currents of Canadian trade flow feebly and become cold, forced as they are through an artificial channel for thousands of miles in a single direction and lacking in the warmth that would come from lateral lines discharging themselves into the main artery. To this artificial condition is due the slow development of Canada; for that a country with her vast wealth of forests and mines and with hundreds of thousands of miles of rich and unsettled lands should only have increased from three and one-half millions of people to eight millions in a half century is a striking circumstance, and one, it may be added, for which we must accept a large measure of responsibility. When we yielded to the influence of the lumber interests and denounced the Elgin treaty, we suffered in consequence the tragic waste of our forests, and we forced upon Canada a condition under which she has had but a slow and cramped growth. Remove this condition and she will soon gain the strength and stature of a great nation.

And the benefit to us would be enormous. If we could sweep away all tariffs between the two countries, it would have the effect upon our trade of another Louisana Purchase. If her commerce is so important to us when she has only 8,000,000 of people, what would be the magnitude of our trade when she should have 25,000,000? In trade it is with nations as it is with men. You increase the purchasing power of a customer and you thereby increase your own prosperity.

Objections have been made to the Bill in the name of the agricultural interests. Whether these objections have emanated from the farmers themselves or only from the official machinery of their various organizations, the interests of an occupation which lies at the foundation of the prosperity of the nation and, indeed, is necessary to its existence, demand the most serious consideration. Of the agricultural products covered by this Bill, wheat is the most important that Canada produces. In 1909 that country raised 166,744,000 bushels of wheat, of which about 57,000,000 bushels were exported either as wheat or in the form of flour. We now impose a duty of 25 cents a bushel upon wheat. Under the proposed Bill that duty is entirely removed against Canadian wheat. Both countries have long been exporters of wheat, although the surplus of Canada is steadily increasing and our surplus as steadily diminishing. And yet we raise a very considerable surplus. In the year 1909 our exports of wheat, and of flour in terms of wheat, amounted to more than 114,000,000 bushels. In the same year the exports of wheat from the United States to Canada were greater than from Canada to the United States. There is little risk in the assertion that our tariff has never affected the home price of our wheat, however beneficient it may appear upon the statute books to our farmers. The prices of wheat in the United States, Canada, Russia, and other wheat exporting countries are substantially adjusted with reference to the Liverpool price. That condition is likely to continue into the near future, but the growth of our population is such that our consumption is pressing upon production and the day is not far distant when we shall become importers of wheat. When that time shall come and instead of having a surplus we shall not produce enough for our needs, and we shall become a buyer rather than a seller in the open market, obviously that circumstance will raise rather than lower the world's price. That price will be fixed by the world's supply compared with the demand. The necessity of importing

wheat will then, for the first time in our history, make any tariff we may impose upon its importation a factor in fixing our domestic price. When that condition shall exist, will it be desirable to employ a tariff rate to make still higher to our consumers the price of wheat in the world's market? Such a course would certainly not be necessary to the prosperity of our wheat growers who are prospering with their price fixed by the general supply and demand of the open market, and who indeed have never known any other condition.

It would be inhuman to the great mass of the people to enter upon the policy of increasing by law, at the moment that there should be a domestic scarcity, the price of the bread they eat in order to increase the profits of an already profitable industry. When that time shall come, it will be a blessing to all our people and in a large measure to those who are poor that they can turn to the nearby wheat fields of Canada. The most odious of all taxes ever devised by government is a tax upon bread. That food has a place near the elemental substances, like air and water, which are necessary to the preservation of our lives. Such a tax is not felt by the rich and well to do, but it bears with especial weight upon the poor. For the Government to intervene artificially to increase the price of bread would be to add to the load borne by those already overburdened, who can only with difficulty procure the means of subsistence, and it would tend to increase suffering and shorten life. The American farmer will not desire to augment his prosperity in any such a way. Certainly he is not likely to borrow trouble over a condition that may not appear for a decade.

But it should not be inferred from the foregoing that we shall not derive any immediate advantage from a removal of the duty on wheat. Our tariff dike has the effect of preventing millions of bushels of Canadian wheat from coming across the border, as it were by the force of gravity, and of turning this traffic through artificial channels to the Atlantic seaboard. If this tariff dike were broken down it is inevitable that very much of it would come into our country. And would it decrease the price of our wheat? By no means, for that would be fixed by the world's price. For every bushel that would come in at Manitoba, so long as we raise a surplus, another bushel would go out at New York. The centre of the wheat-growing area of North America on the north and south line is in the vicinity of Minneapolis. It is also the central point for the making of flour. The natural destination of great quantities of wheat of the Canadian Northwest is Minneapolis. The difference in the quality of the Canadian and American wheat is such that by blending the two grains a better flour is produced than could be made from either alone. And if we did not restrict its importation, a tremendous impetus would be given to the flour-making industry and to the trades dependent upon it. The clearing of the transaction would create a business of an important financial character, much of the purchase price would be likely to find its way into the general channels of trade, and our American railways would have a profitable business which would aid in their maintenance and result in the remunerative employment of labour.

It may be said that the prosperity of Canadian railways would correspondingly decline. They would undoubtedly lose in the transportation of wheat, but they would gain in other directions. The effect of the proposed arrangement upon the growth of Canada would be magical, new interests would spring up, and her railroads would be called upon to serve a much larger population.

What has been said about wheat is in effect true of barley, some of the producers of which in our country have expressed alarm at the terms of the Bill. In 1909 Canada produced 55,398,000 bushels of barley and exported 2,959,335 bushels, of which only 266,096 came to the United States. She is thus seen to be a great consumer of that grain, and upon the basis of her present large production her surplus is negligible. In the same year our production of barley was 170,284,000 bushels, and our exported surplus was 6,580,000, of which 115,000 went to Canada. It may be that she will rapidly increase her production of barley under the stimulus of our free market, but in

order to do that her farmers will have to withdraw in a corresponding degree from the production of other articles which will also be admitted free. Obviously, they can not simultaneously increase their production of wheat, barley, potatoes, and other agricultural articles included in the Bill, except as the number of her farmers increase. If by the mutual withdrawal of duties more of her barley should come into New York from Ontario, more of ours would be likely to cross the line at Wisconsin and States farther to the westward, and the useless hauling of Ontario barley to western Canada and of our western barley to New York would be done away with, as would also the heavy freight charge which is now a tax upon the general agricultural interests of both countries.

Doubtless immigration to Canada will increase with a good deal of rapidity. On the other hand, there is seen the same tendency in Canada as elsewhere toward the congestion of population in the cities. The estimates upon the census about to be taken show that the population of Winnipeg has increased threefold, and Montreal has nearly doubled in ten years, and that her other large towns are growing rapidly. The most striking tendency shown by our census of 1910 is the remarkable increase in the population of our great cities compared with the slow growth and, in some cases, the decline in our most fertile agricultural regions. The number of people who consume the fruits of the soil, compared with those who produce them, is rapidly growing greater. If the rich agricultural lands of Canada are quickly settled and brought under the plough, the growing disparity between those who consume and those who produce will be for the time checked.

The article of corn, of which we produce such vast quantities, is not concerned in the arrangement, except that our already large exports of corn to Canada would very likely increase. The short summer in Canada is not favourable to the culture of this grain. The mutual commerce of the two countries in all the products of agriculture do not disclose at any point any serious threat to the interests of the farmer, and he will get an undoubted advantage in the free admission of important articles which he consumes and in a wider market for some of his products.

The Bill proposes to put fish of various kinds on the free list in return for similar action on the part of Canada. The witnesses, who made a definite remonstrance before the committee, all came from Gloucester, Mass., the home port of our greatest fishing fleets and the centre of the salt-fish industry. It is not at all clear that the free-fish provisions of the Bill would not put the deep-sea industry upon a better basis, instead of causing the ruin that was predicted. There is no doubt that its prosperity has been for years declining under the present system. During the periods when fish have been admitted free of duty Gloucester enjoyed prosperity. For the years between 1875 and 1885 the population of the city increased as much as in the last twenty-five years, although during the first period fish were free and during the second were subject to duty. At the end of the free period production had reached proportions from which, after the restoration of duties, it steadily declined.

Under the provisions of the Bill it is likely that the curing and salting department of the industry will gain. It may be that they would not arrest the decline in deep-sea fishing, and that the fleets would continue to dwindle as they are unmistakably dwindling under the present system. There is no market for fresh fish in Canada at all comparable to that of our New England cities, and very likely the fishermen of Canada would seek the benefits of this Bill. But the fish-curing industry would follow that of fresh fish. When the produce of the fleets is brought to market, in the sorting of the catch and in the temporary fluctuations in the price of a very perishable article many of the fish would have to be used in the curing industry or thrown away. To the extent, therefore, to which the Canadian fleets resort to our markets they would naturally transfer to us the fish-curing industry, and we should gain more than we should lose.

The aggregate tonnage of the Gloucester fishing vessels is now 21,000 and they are manned by 4,500 men. The 'lay' or share of the men yields them hardly as much as the commonest labour is paid ashore and the calling is full of danger. The vessels are small, averaging but 75 tons; they fish in dangerous waters, shut in by fogs; they have none of the modern safety equipments, such as are found upon merchant steamships; they are no longer nurseries for our ships of war, upon which conditions have so radically changed; and they are a survival of an order which has almost disappeared. If it should not be a consequence of this Bill to stop the decline which clearly appears in the fishing part of the industry as at present conducted, and if some of the sailors should be turned from a perilous and wretchedly paid calling into safer and more prosperous pursuits, the result would not be wholly evil. And it must not be forgotten that the probable result would be to give the American people a more abundant supply of fish.

The Bill provides for free lumber, which will tend to conserve our forests and reduce the price of an article of prime necessity. Briefly stated, the economic advantages to us of the reciprocal duties and free lists proposed by the Bill are likely to be: First, that they will act as regulators of the prices of very many necessary articles generally consumed by our people, and in times of scarcity in particular articles will tend to keep prices down; and, second, by augmenting the prosperity of the country, which, according to her population, is by far the best foreign customer we have, they will increase her purchasing power, and thus increase our own trade. The Bill is a measure in the interests of the great mass of the people of the country, and in committee recommend its passage.

No. 10.

From His Majesty's Ambassador at Washington to the Governor General.

Telegram.

WASHINGTON, March 4, 1911.

Both Houses of Congress having adjourned without Senate considering reciprocity with Canada, President has called extra session for April 4th in compliance with obligations of Government of United States under agreement.

Text of proclamation by post.

BRYCE.

No. 11.

From His Majesty's Ambassador at Washington to the Governor General.

No. 54.

BRITISH EMBASSY,
WASHINGTON, April 11, 1911.

MY LORD,—I have the honour to transmit to Your Lordship herewith copy of a despatch I have addressed to Sir Edward Grey on the subject of the Reciprocity Agreement, and enclosing copies of the Message of the President to both Houses of

Congress, recommending the Reciprocity Agreement with Canada for passage in the first session of the 62nd Congress, as well as copies of the proclamation by which the extra session was called for that purpose.

I have, &c.,
JAMES BRYCE.

His Exellency
The Right Honourable
The Earl Grey, *G.C.M.G.*,
&c., &c., &c.,
The Governor General.

Enclosure in No. 11.

From His Majesty's Ambassador at Washington to the Secretary of State for Foreign Affairs.

Commercial.
No. 62.

British Embassy,
Washington, April 10, 1911.

Sir,—I have the honour to transmit herewith copies of the Message of the President to both Houses of Congress recommending the Reciprocity Agreement with Canada for passage in the first (extra) session of the 62nd Congress, as well as copies of the proclamation by which, as already reported by cable, the extra session was called for that purpose.

Proclamation. Message.

I have, &c.,
JAMES BRYCE.

The Right Honourable
Sir Edward Grey, Bart., M.P.,

No. 12.

From His Majesty's Ambassador at Washington to the Governor General.

No. 62.

British Embassy,
Washington, April 21, 1911.

My Lord,—I have the honour to transmit herewith the Bill introduced in the House of Representatives by the Democratic Chairman of the Committee on Ways and Means to give effect to the Reciprocity Agreement with Canada. This Bill appears to be the same as that introduced last session by Mr. McCall, a Republican, for the same purpose, except for the addition of a final clause requesting the President to negotiate further agreements of a similar nature. The majority report of the Committee supporting the measure and the minority report opposing it are also annexed.

H.R. 4412, 62nd Congress, 1st Session.

Although the majority represents the views of the Democrats in the Committee and the minority report that of the Republican members—the subsequent debates

show that division of opinion as to this measure in the House of Representatives is not strictly along party lines. The debates have produced little of general interest and did not affect in any way the passage of the Bill through the House which was effected last night by a majority of 265 to 89. The measure now goes to the Senate where in the present condition of parties neither have any definite majority, and the fact that this measure will command the undivided support of neither party makes its prospects difficult to forecast. On the whole it seems very probable that it will pass and quite possible that it may pass within a month.

H.R. 4413. The Democratic Bill introduced at the same time for extending generally the free list is also annexed with the Committee's report in its favour. This Bill stands in close relation to the Reciprocity measure. Its policy is to extend the policy of reducing cost of living inspiring the Canadian agreement by removing duties altogether from some of the more important staples on which the agreement had merely reduced duties, and by making the removal of duty general and not special to Canada thereby to reduce prices further by increasing competition. It is also intended by removing duty on leather goods, wire, agricultural implements, to compensate farmers for the fall in food prices.

I have, &c.,
JAMES BRYCE.

His Exellency
The Right Honourable
The EARL GREY,
&c., &c., &c.

Union Calendar No. 1.

62ND CONGRESS,
1st Session.

H. R. 4412.

[Report No. 3.]

IN THE HOUSE OF REPRESENTATIVES.

APRIL 12, 1911.

Mr. UNDERWOOD introduced the folowing Bill; which was referred to the Committee on Ways and Means and ordered to be printed.

APRIL 13, 1911.

Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

A BILL to promote reciprocal trade relations with the Dominion of Canada, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there shall be levied, collected, and paid upon the articles hereinafter enumerated, the growth, product or manufacture of the Dominion of Canada, when imported therefrom into the United States or any of its possessions (except the Philippine Islands and the islands of Guam and Tutuila), in lieu of the duties now levied, collected, and paid, the following duties, namely:—

Fresh meats: Beef, veal, mutton, lamb, pork, and all other fresh or refrigerated meats excepting game, one and one-fourth cents per pound.

Bacon and hams, not in tins or jars, one and one-fourth cents per pound.

Meats of all kinds, dried, smoked, salted, in brine, or prepared or preserved in any manner, not otherwise herein provided for, one and one-fourth cents per pound.

Canned meats and canned poultry, twenty per centum ad valorem.

Extract of meat, fluid or not, twenty per centum ad valorem.

Lard and compounds thereof, cottolene and cotton stearine, and animal stearine, one and one-fourth cents per pound.

Tallow, forty cents per one hundred pounds.

Egg yolk, egg albumen, and blood albumen, seven and one-half per centum ad valorem.

Fish (except shellfish) by whatever name known, packed in oil, in tin boxes or cans, including the weight of the package: (*a*) when weighing over twenty ounces and not over thirty-six ounces each, five cents per package; (*b*) when weighing over twelve ounces and not over twenty ounces each, four cents per package; (*c*) when weighing twelve ounces each or less, two cents per package; (*d*) when weighing thirty-six ounces each or more, or when packed in oil, in bottles, jars, or kegs, thirty per centum ad valorem.

Tomatoes and other vegetables, including corn, in cans or other air-tight packages, and including the weight of the package, one and one-fourth cents per pound.

Wheat flour and semolina, and rye flour, fifty cents per barrel of one hundred and ninety-six pounds.

Oatmeal and rolled oats, including the weight of paper covering, fifty cents per one hundred pounds.

Corn meal, twelve and one-half cents per one hundred pounds.

Barley malt, forty-five cents per one hundred pounds.

Barley, pot, pearled, or patent, one-half cent per pound.

Buckwheat flour or meal, one-half cent per pound.

Split peas, dried, seven and one-half cents per bushel of sixty pounds.

Prepared cereal foods, not otherwise provided for herein, seventeen and one-half per centum ad valorem.

Bran, middlings, and other offals of grain used for animal food, twelve and one-half cents per one hundred pounds.

Macaroni and vermicelli, one cent per pound.

Biscuits, wafers, and cakes, when sweetened with sugar, honey, molasses, or other material, twenty-five per centum ad valorem.

Biscuits, wafers, cakes, and other baked articles, composed in whole or in part of eggs or any kind of flour or meal, when combined with chocolate, nuts, fruits, or confectionery; also candied peel, candied popcorn, candied nuts, candied fruits, sugar candy, and confectionery of all kinds, thirty-two and one-half per centum ad valorem.

Maple sugar and maple syrup, one cent per pound.

Pickles, including pickled nuts, sauces of all kinds, and fish paste or sauce, thirty-two and one-half per centum ad valorem.

Cherry juice and prune juice, or prune wine, and other fruit juices and fruit syrup, nonalcoholic, seventeen and one-half per centum ad valorem.

Mineral waters and imitations of natural mineral waters, in bottles or jugs, seventeen and one-half per centum ad valorem.

Essential oils, seven and one-half per centum ad valorem.

Grapevines; gooseberry, raspberry, and currant bushes, seventeen and one-half per centum ad valorem.

Farm wagons and finished parts thereof, twenty-two and one-half per centum ad valorem.

Plougs, tooth and disk harrows, harvesters, reapers, agricultural drills and planters, mowers, horserakes, cultivators, threshing machines, including windstackers, baggers, weighers, and self-feeders therefor and finished parts thereof imported for repair of the foregoing, fifteen per centum ad valorem.

Portable engines with boilers, in combination, horse-power and traction engines for farm purposes, hay loaders potato diggers, fodder or feed cutters, grain crushers, fanning mills, hay tedders, farm or field rollers, manure spreaders, weeders, and windmills, and finished parts thereof imported for repair of the foregoing, except shafting, twenty per centum ad valorem.

Grindstones of sandstone. not mounted, finished or not, five cents per one hundred pounds.

Freestone, granite, sandstone, limestone, and all other monumental or building stone (except marble, breccia, and onyx) unmanufactured or not dressed, hewn, or polished twelve and one-half per centum ad valorem.

Roofing slates, fifty-five cents per one hundred square feet.

Vitrified paving blocks, not ornamented or decorated in any manner, and paving blocks of stone, seventeen and one-half per centum ad valorem.

Roofing slates, fifty-five cents per one hundred square feet.

Vitrified paving blocks, not ornamented or decorated in any manner, and paving blocks of stone, seventeen and one-half per centum ad valorem.

Oxide of iron, as a colour, twenty-two and one-half per centum ad valorem.

Asbestos, further manufactured than ground; manufactures of asbestos or articles of which asbestos is the component material of chief value, including woven fabrics, wholly or in chief value of asbestos, twenty-two and one-half per centum ad valorem.

Printing ink, seventeen and one-half per centum ad valorem.

Cutlery, plated or not—pocketknives, penknives, scissors and shears, knives and forks for household purposes, and table steels, twenty-seven and one-half per centum ad valorem.

Bells and gongs, brass corners and rules for printers, twenty-seven and one-half per centum ad valorem.

Basins, urinals, and other plumbing fixtures for bathrooms and lavatories; bathtubs, sinks, and laundry tubs of earthenware, stone, cement, or clay, or of other material, thirty-two and one-half per centum ad valorem.

Brass band instruments, twenty-two and one-half per centum ad valorem.

Clocks, watches, time recorders, clock and watch keys, clock cases, and clock movements, twenty-seven and one-half per centum ad valorem.

Printers' wooden cases and cabinets for holding type, twenty-seven and one-half per centum ad valorem.

Wood flour, twenty-two and one-half per centum ad valorem.

Canoes and small boats of wood, not power boats, twenty-two and one-half per centum ad valorem.

Feathers, crude, not dressed, coloured, or otherwise manufactured, twelve and one-half per centum ad valorem.

Antiseptic surgical dressings, such as absorbent cotton, cotton wool, lint, lamb's wool, tow, jute, gauzes, and oakum, prepared for use as surgical dressings plain or medicated; surgical trusses, pessaries, and suspensory bandages of all kinds, seventeen and one-half per centum ad valorem.

Plate glass, not bevelled, in sheets or panes exceeding seven square feet and not exceeding twenty-five square feet each, twenty-five per centum ad valorem.

Motor vehicles, other than for railways and tramways, and automobiles and parts thereof, not including rubber tires, thirty per centum ad valorem.

Iron or steel digesters for the manufacture of wood pulp, twenty-seven and one-half per centum ad valorem.

Musical instrument cases, fancy cases or boxes, portfolios, satchels, reticules, card cases, purses, pocketbooks, fly books for artificial flies, all the foregoing composed wholly or in chief value of leather thirty per centum ad valorem.

Aluminum in crude form, five cents per pound.

Aluminum in plates, sheets, bars, and rods eight cents per pound.

Laths, ten cents per one thousand pieces.

Shingles, thirty cents per thousand.

Sawed boards, planks, deals, and other lumber, planed or finished on one side, fifty cents per thousand feet, board measure; planed or finished on one side and tongued and grooved, or planed or finished on two sides, seventy-five cents per thousand feet, board measure; planed or finished on three sides, or planed and finished on two sides and tongued and grooved, one dollar and twelve and one-half cents per thousand feet, board measure; planed and finished on four sides, one dollar and fifty cents per thousand feet, board measure; and in estimating board measure under this schedule no deduction shall be made on board measure on account of planing, tonguing, and grooving.

Iron ore, including manganiferous iron ore, and the dross or residuum from burnt pyrites, ten cents per ton: *Provided,* That in levying and collecting the duty on iron ore no deduction shall be made from the weight of the ore on account of moisture which may be chemically or physically combined therewith.

Coal slack or culm of all kinds, such as will pass through a half-inch screen, fifteen cents per ton.

Provided, That the duties above enumerated shall take effect whenever the President of the United States shall have satisfactory evidence and shall make proclamation that on the articles hereinafter enumerated, the growth, product, or manufacture of the United States; or any of its possessions (except the Philippine Islands and the islands of Guam and Tutuila), when imported therefrom into the Dominion of Canada, duties not in excess of the folowing are imposed, namely:

Fresh meats: Beef, veal, mutton, lamb, pork, and all other fresh or refrigerated meats excepting game, one and one-fourth cents per pound.

Bacon and hams, not in tins or jars, one and one-fourth cents per pound.

Meats of all kinds, dried, smoked, salted, in brine, or prepared or preserved in any manner, not otherwise herein provided for, one and one-fourth cents per pound.

Canned meats and canned poultry, twenty per centum ad valorem.

Extract of meat, fluid or not, twenty per centum ad valorem.

Lard, and compounds thereof, cottolene and cotton stearine, and animal stearine, one and one-fourth cents per pound.

Tallow, forty cents per one hundred pounds.

Egg yolk, egg albumen, and blood albumen, seven and one-half per centum ad valorem.

Fish (except shellfish), by whatever name known, packed in oil, in tin boxes or cans, including the weight of the package: (a) when weighing over twenty ounces and not over thirty-six ounces each, five cents per package; (b) when weighing over twelve ounces and not over twenty ounces each, four cents per package; (c) when weighing twelve ounces each or less, two cents per package; (d) when weighing thirty-six ounces each or more, or when packed in oil, in bottles, jars, or kegs, thirty per centum ad valorem.

Tomatoes and other vegetables, including corn, in cans or other air-tight packages, and including the weight of the package, one and one-fourth cents per pound.

Wheat flour and semolina; and rye flour, fifty cents per barrel of one hundred and ninety-six pounds.

Oatmeal and rolled oats, including the weight of paper covering, fifty cents per one hundred pounds.

Corn meal, twelve and one-half cents per one hundred pounds.

Barley malt, forty-five cents per one hundred pounds.

Barley, pot, pearled, or patent, one-half cent per pound.

Split peas, dried, seven and one-half cents per bushel of sixty pounds.

Prepared cereal foods, not otherwise provided for herein, seventeen and one-half per centum ad valorem.

Bran, middlings, and other offals of grain used for animal food, twelve and one-half cents per one hundred pounds.

Macaroni and vermicelli, one cent per pound.

Biscuits, wafers, and cakes, when sweetened with sugar, honey, molasses, or other material, twenty-five per centum ad valorem.

Biscuits, wafers, cakes, and other baked articles, composed in whole or in part of eggs or any kind of flour or meal, when combined with chocolate, nuts, fruits, or confectionery; also candied peel, candied popcorn, candied nuts, candied fruits, sugar candy, and confectionery of all kinds, thirty-two and one-half per centum ad valorem.

Maple sugar and maple syrup, one cent per pound.

Pickles, including pickled nuts, sauces of all kinds, and fish paste or sauce, thirty-two and one-half per centum ad valorem.

Cherry juice and prune juice, or prune wine, and other fruit juices, and fruit syrup, non-alcoholic, seventeen and one-half per centum ad valorem.

Mineral waters and imitations of natural mineral waters, in bottles or jugs, seventeen and one-half per centum ad valorem.

Essential oils, seven and one-half per centum ad valorem.

Grapevines; gooseberry, raspberry, and currant bushes, seventeen and one-half per centum ad valorem.

Farm wagons, and finished parts thereof, twenty-two and one-half per centum ad valorem.

Ploughs, tooth and disc harrows, harvesters, reapers, agricultural drills and planters, mowers, horserakes, cultivators; threshing machines, including windstakers, baggers, weighers, and self-feeders therefor, and finished parts thereof imported for repair of the foregoing, fifteen per centum ad valorem.

Portable engines with boilers, in combination, horse-power and traction engines, for farm purposes; hay loaders, potato diggers, fodder or feed cutters, grain crushers, fanning mills, hay tedders, farm or field rollers, manure spreaders, weeders, and windmills, and finished parts thereof imported for repair of the foregoing, except shafting, twenty per centum ad valorem.

Grindstones of sandstone not mounted, finished or not, five cents per one hundred pounds.

Freestone, granite, sandstone, limestone, and all other monumental or building stone, except marble, breccia, and onyx, unmanufactured or not dressed, hewn or polished, twelve and one-half per centum ad valorem.

Roofing slates, fifty-five cents per one hundred square feet.

Vitrified paving blocks, not ornamented or decorated in any manner, and paving blocks of stone, seventeen and one-half per centum ad valorem.

Oxide of iron, as a colour, twenty-two and one-half per centum ad valorem.

Asbestos further manufactured than ground: Manufactures of asbestos, or articles of which asbestos is the component material of chief value, including woven fabrics wholly or in chief value of asbestos, twenty-two and one-half per centum ad valorem.

Printing ink, seventeen and one-half per centum ad valorem.

Cutlery, plated or not: Pocketknives, penknives, scissors and shears, knives and forks for household purposes, and table steels, twenty-seven and one-half per centum ad valorem.

Bells and gongs, brass corners and rules for printers, twenty-seven and one-half per centum ad valorem.

Basins, urinals, and other plumbing fixtures for bathrooms and lavatories; bathtubs, sinks, and laundry tubs, of earthenware, stone, cement, or clay, or of other material thirty-two and one-half per centum ad valorem.

Brass band instruments, twenty-two and one-half per centum ad valorem.

Clocks, watches, time recorders, clock and watch keys, clock cases, and clock movements, twenty-seven and one-half per centum ad valorem.

Printers' wooden cases and cabinets for holding type, twenty-seven and one-half per centum ad valorem.

Wood flour, twenty-two and one-half per centum ad valorem.

Canoes and small boats of wood, not power boats, twenty-two and one-half per centum ad valorem.

Feathers, crude, not dressed, coloured or otherwise manufactured, twelve and one-half per centum ad valorem.

Antiseptic surgical dressings, such as absorbent cotton, cotton wool, lint, lamb's wool, tow, jute, gauzes and oakum prepared for use as surgical dressings plain or medicated; surgical trusses, pessaries, and suspensory bandages of all kinds seventeen and one-half per centum ad valorem.

Plate glass, not beveled, in sheets or panes exceeding seven square feet each, and not exceeding twenty-five square feet each, twenty-five per centum ad valorem.

Motor vehicles, other than for railways and tramways, and automobiles, and parts thereof, not including rubber tires, thirty per centum ad valorem.

Iron or steel digesters for the manufacture of wood pulp, twenty-seven and one-half per centum ad valorem.

Musical instrument cases, fancy cases or boxes, portfolios, satchels, reticules, card cases, purses, pocketbooks, fly books for artificial flies; all the foregoing composed wholly or in chief value of leather, thirty per centum ad valorem.

Cement, Portland, and hydraulic or water lime in barrels, bags, or casks, the weight of the package to be included in the weight for duty, eleven cents per one hundred pounds.

Trees: Apple, cherry, pear, plum, and quince, of all kinds, and small peach trees known as June buds, two and one-half cents each.

Condensed milk, the weight of the package to be included in the weight for duty, two cents per pound.

Biscuits without added sweetening, twenty per centum ad valorem.

Fruits in air-tight cans or other air-tight packages, the weight of the cans or other packages to be included in the weight for duty, two cents per pound.

Peanuts, shelled, one cent per pound.

Peanuts, unshelled, one-half cent per pound.

Coal, bituminous, round and run of mine, including bituminous coal such as will not pass through a three-quarter inch screen, forty-five cents per ton.

That the articles mentioned in the following paragraphs, the growth, product, or manufacture of the Dominion of Canada, when imported therefrom into the United States or any of its possessions (except the Philippine Islands and the islands of Guam and Tutuila), shall be exempt from duty, namely:—

Live animals: Cattle, horses and mules, swine, sheep, lambs, and all other live animals.

Poultry, dead or alive.

Wheat, rye, oats, barley, and buckwheat, dried peas and beans, edible.

Corn, sweet corn, or maize.

Hay, straw, and cowpeas.

Fresh vegetables: Potatoes, sweet potatoes, yams, turnips, onions, cabbages, and all other vegetables in their natural state.

Fresh fruits: Apples, pears, peaches, grapes, berries, and all other edible fruits in their natural state, except lemons, oranges, limes, grapefruit, shaddocks, pomelos, and pineapples.

Dried fruits: Apples, peaches, pears, and apricots, dried, desiccated, or evaporated.

Dairy products: Butter, cheese, and fresh milk and cream: *Provided* That cans actually used in the transportation of milk or cream may be passed back and forth

between the two countries free of duty, under such regulations as the respective Governments may prescribe.

Eggs of barnyard fowl, in the shell.

Honey.

Cottonseed oil.

Seeds: Flaxseed or linseed, cotton seed, and other oil seeds; grass seed, including timothy and clover seed; garden, field, and other seed not herein otherwise provided for, when in packages weighing over one pound each (not including flower seeds).

Fish of all kinds, fresh, frozen, packed in ice, salted, or preserved in any form, except sardines and other fish preserved in oil; and shellfish of all kinds, including oysters, lobsters, and clams in any state, fresh or packed, and coverings of the foregoing.

Seal, herring, whale, and other fish oil, including cod oil: *Provided,* That fish oil, whale oil, seal oil, and fish of all kinds being the product of fisheries carried on by the fishermen of the United States, shall be admitted into Canada as the product of the United States, and, similarly, that fish oil, whale oil, seal oil, and fish of all kinds being the product of fisheries carried on by the fishermen of Canada, shall be admitted into the United States as the product of Canada.

Salt.

Mineral waters, natural, not in bottles or jugs.

Timber, hewn, sided or squared otherwise than by sawing, and round timber used for spars or in building wharves.

Sawed boards, plank, deals, and other lumber, not further manufactured than sawed.

Paving posts, railroad ties, and telephone, trolley, electric-light, and telegraph poles of cedar or other woods.

Wooden staves of all kinds, not further manufactured than listed or jointed, and stave bolts.

Pickets and palings.

Plaster rock, or gypsum, crude, not ground.

Mica, unmanufactured or rough trimmed only, and mica, ground or bolted.

Feldspar, crude, powdered or ground.

Asbestos, not further manufactured than ground.

Fluorspar, crude, not ground.

Glycerine, crude, not purified.

Talc, ground, bolted, or precipitated, naturally or artificially, not for toilet use.

Sulphate of soda or salt cake, and soda ash.

Extracts of hemlock bark.

Carbon electrodes.

Brass in bars and rods in coil or otherwise, not less than six feet in length, or brass in strips, sheets, or plates, not polished, planished or coated.

Cream separators of every description, and parts thereof imported for repair of the foregoing.

Rolled iron or steel sheets, or plates, number fourteen gauge or thinner, galvanized or coated with zinc, tin, or other metal, or not.

Crucible cast-steel wire, valued at not less than six cents per pound.

Galvanized iron or steel wire, curved or not, numbers nine, twelve, and thirteen wire gauge.

Typecasting and typesetting machines and parts thereof, adapted for use in printing offices.

Barbed fencing wire of iron or steel, galvanized or not.

Coke.

Rolled round wire rods in the coil, of iron or steel, not over three-eights of an inch in diameter, and not smaller than number six wire gauge.

Provided, That the articles above enumerated, the growth, product, or manufacture of the Dominion of Canada, shall be exempt from duty when the President of the United States shall have satisfactory evidence and shall make proclamation that the following articles, the growth, product, or manufacture of the United States or any of its possessions (except the Philippine Islands and the islands of Guam and Tutuila), are admitted into the Dominion of Canada free of duty, namely:—

Live animals: Cattle, horses and mules, swine, sheep, lambs, and all other live animals.

Poultry, dead or alive.

Wheat, rye, oats, barley, and buckwheat; dried peas and beans, edible.

Corn, sweet corn, or maize (except into Canada for distillation).

Hay, straw, and cowpeas.

Fresh vegetables: Potatoes, sweet potatoes, yams, turnips, onions, cabbages, and all other vegetables in their natural state.

Fresh fruits: Apples, pears, peaches, grapes, berries, and all other edible fruits in their natural state.

Dried fruits: Apples, peaches, pears, and apricots, dried, desiccated, or evaporated.

Dairy products: Butter, cheese, and fresh milk and cream: *Provided,* That cans actually used in the transportation of milk or cream may be passed back and forth between the two countries free of duty, under such regulations as the respective Governments may prescribe.

Eggs of barnyard fowl, in the shell.

Honey.

Cottonseed oil.

Seeds: Flaxseed or linseed, cotton seed, and other oil seeds; grass seed, including timothy and clover seed; garden, field, and other seed not herein otherwise provided for, when in packages weighing over one pound each (not including flower seeds).

Fish of all kinds, fresh, frozen, packed in ice, salted or preserved in any form, except sardines and other fish preserved in oil; and shellfish of all kinds, including oysters, lobsters, and clams in any state, fresh or packed, and coverings of the foregoing.

Seal, herring, whale, and other fish oil, including cod oil: *Provided,* That fish oil, whale oil, seal oil, and fish of all kinds, being the product of fisheries carried on by the fishermen of the United States, shall be admitted into Canada as the product of the United States, and similarly that fish oil, whale oil, seal oil, and fish of all kinds, being the product of fisheries carried on by the fishermen of Canada, shall be admitted into the United States as the product of Canada.

Salt.

Mineral waters, natural, not in bottles or jugs.

Timber, hewn, sided or squared otherwise than by sawing, and round timber used for spars or in building wharves.

Sawed boards, planks, deals, and other lumber, not further manufactured than sawed.

Paving posts, railroad ties, and telephone, trolley, electric light, and telegraph poles of cedar or other woods.

Wooden staves of all kinds, not further manufactured than listed or jointed, and stave bolts.

Pickets and palings.

Plaster rock or gypsum, crude, not ground.

Mica, unmanufactured or rough trimmed only, and mica, ground or bolted.

Feldspar, crude, powdered or ground.

Asbestos not further manufactured than ground.

Fluorspar, crude, not ground.

Glycerine, crude, not purified.

Talc, ground, bolted or precipitated, naturally or artificially, not for toilet use.

Sulphate of soda, or salt cake, and soda ash.

Extracts of hemlock bark.

Carbon electrodes.

Brass in bars and rods, in coil or otherwise, not less than six feet in length, or brass in strips, sheets, or plates, not polished, planished, or coated.

Cream separators of every description, and parts thereof imported for repair of the foregoing.

Rolled iron or steel sheets or plates, number fourteen gauge or thinner, galvanized or coated with zinc, tin, or other metal, or not.

Crucible cast-steel wire, valued at not less than six cents per pound.

Galvanized iron or steel wire, curved or not, numbers nine, twelve, and thirteen wire gauge.

Typecasting and typesetting machines and parts thereof, adapted for use in printing offices.

Barbed fencing wire of iron or steel, galvanized or not.

Coke.

Rolled round wire rods in the coil, of iron or steel, not over three-eights of an inch in diameter, and not smaller than number six wire gauge.

Sec. 2. Pulp of wood mechanically ground; pulp of wood, chemical, bleached, or unbleached; news print paper, and other paper, and paper board, manufactured from mechanical wood pulp or from chemical wood pulp, or of which such pulp is the component material of chief value, coloured in the pulp, or not coloured, and valued at not more than four cents per pound, not including printed or decorated wall paper, being the products of Canada, when imported therefrom directly into the United States, shall be admitted free of duty, on the condition precedent that no export duty, export license fee, or other export charge of any kind whatsoever (whether in the form of additional charge or license fee or otherwise), or any prohibition or restriction in any way of the exportation (whether by law, order, regulation, contractual relation, or otherwise, directly or indirectly), shall have been imposed upon such paper, board, or wood pulp, or the wood used in the manufacture of such paper, board, or wood pulp, or the wood pulp used in the manufacture of such paper or board.

Sec. 3. That for the purpose of further readjusting the duties on importations into the United States of article or articles the growth, product, or manufacture of the Dominion of Canada, and of the exportation into the Dominion of Canada of article or articles the growth, product, or manufacture of the United States, the President of the United States is authorized and requested to negotiate trade agreements with the Dominion of Canada wherein mutual concessions are made looking toward freer trade relations and the further reciprocal expansion of trade and commerce: *Provided, however,* That said trade agreements before becoming operative shall be submitted to the Congress of the United States for ratification or rejection.

SESSIONAL PAPER No. 82a

62nd Congess, 1st Session. HOUSE OF REPRESENTATIVES. Rept. No. 3 Part 2.

RECIPROCITY WITH CANADA.

APRIL 18, 1911.—Committed to the Committee of the Whole House on the state of Union and ordered to be printed.

Mr. DALZELL, from the Committee on Ways and Means, submitted the following as the VIEWS OF THE MINORITY.

[To accompany H. R. 4412.]

The undersigned members of the Ways and Means Committee cannot agree with the majority of the committee who have favourably reported the 'Bill to promote reciprocal trade relations with the Dominion of Canada, and for other purposes.'

Said bill is essentially a Democratic bill, in line with the historic free trade policy of the Democratic Party, and at variance with the historic protective policy of the Republican Party.

The Bill was passed in the House of the last Congress substantially without consideration in committee, and under a drastic rule which prohibited amendment in the House. It was passed without even having been read, having, however, been first adopted by a Decromatic caucus. The purpose of the Bill is to carry into effect an agreement with Canada revising our tariff laws. That agreement did not originate in the House of Representatives where, under the Constitution, all measures raising revenue must originate. The agreement was made by the Executive on his own authority, so far as has been disclosed, without consultation with anyone authorized to speak for the party in power. Certainly no party convention suggested or authorized it.

The agreement was made without authority of law. There is nowhere in the Constitution of the United States an authority delegated to the President of the United States to make such an agreement. There is nowhere in the Constitution any authority for Congress to validate such an agreement. The President's power to negotiate with foreign governments exists nowhere outside of the treaty-making power. The treaty-making power does not extend to revenue measures; they belong exclusively in their initiation to the House of Representatives. Even if the treaty-making power could be invoked to sustain an agreement relating to tariff changes, such power must be exercised in the manner prescribed by the Constitution: the agreement must have the affirmative vote of two-thirds of the Senate. The requirements of the two-thirds vote in the Senate can not be avoided by calling the treaty a 'trade agreement' and securing its endorsement by a majority vote of the two Houses. The action of the President is an invasion of the constitutional prerogative of the House of Representatives to originate revenue legislation. To say that this Bill originated in the House of Representatives is merely to juggle with words. The Bill is merely the form, the agreement is the substance. The agreement is not submitted to the House of Representatives for consideration and legislation, to be perfected and amended in accordance with the judgment of the House. It is submitted by the President in his message to be approved.

Under the Constitution the power is given exclusively to the House of Representatives to select the subjects of taxation and measure the rate of tax. In this case the President and our Canadian neighbours have selected the subjects of taxation and fixed the rate of the tax. The House has no duty to perform but that of confirmation.

When this bill is enacted it will simply be an illegal validation of an illegal act.

We protest against the passage of this bill, for the following amongst other reasons:—

(1) It renews a trade agreement with Canada similar to one that heretofore existed from 1854 to 1866, and the operation of which proved disastrous to the United States.

As a business proposition it is wholly indefensible. Advantages under it will accrue to Canada without any corresponding advantages to the United States. It is uncalled for by any great body of our people.

(2) It is un-Republican. It proposes reciprocity in competing products, which is absolutely inconsistent with the policy of protection. It is an abandonment of the protective policy. It is in violation of the history, the traditions, and the platforms of the Republican Party.

(3) It is class legislation of the most obnoxious character. It selects from out all the classes of our community the farmer and deprives him of the protection accorded to all other classes. It is in the interest of the foreigner and against the American.

'The agreement of the bill is the reciprocity agreement of 1854 over again, with comparatively little change,' says Mr. Fielding, one of the Canadian commissioners, speaking in the Canadian Parliament. 'It promises prosperity to the people of Canada, and this House will make a grave mistake and do a grave wrong if it refuses to take advantage of it.'

An examination of the provisions of the bill and of the terms of the reciprocity agreement of September, 1854, will confirm Mr. Fielding's statement that the two are substantially the same. There is this difference, however, that under the 1854 agreement we obtained something—certain fishery rights—under the present we get nothing.

That the treaty was one-sided, vexatious, and unprofitable appears from the fact that in the last year and three-quarters of its life we remitted to Canada duties amounting to $70,152,163, and the balance of trade was against us in the sum of $28,134,749.

Senator Morrill, of Vermont, who was thoroughly familiar with the subject said:

> Our exports to Canada in 1855 were $20,828,676, but under the operation of reciprocity, then commenced, they dwindled in 12 years down to $15,243,834, while the exports of Canada to the United States increased from $12,000,000 and odd to $46,000,000 and odd. When the treaty began the balance of trade had been $8,000,000 annually in our favour, and that paid in specie, but at the end the balance against us to be paid in specie in a single year was $30,000,000. Here was a positive yearly loss of over $5,000,000 of our export trade and a loss of $38,000,000 specie, all going to enrich the Canadians at our expense.

Such were the disastrous effects upon our commerce of the Canadian treaty of 1854, a duplicate of which we are now asked by this legislation to enact.

The treaty was denounced by Congress in 1865.

No sooner were we released from its 'one-sided, vexatious, and unprofitable' terms than our commerce with Canada resumed its normal conditions. The results are well stated in an article in the *North American Review* for February, 1904, written by Hon. John Charlton, a member of the Canadian Parliament. He says:

The non-progressive character of the Canadian export trade to the United States is shown by the fact that, while the export in 1866 amounted to $44,000,000, the export in 1903, less precious metals and articles not the produce of Canada, was no more than $48,959,000. On the other hand, a comparison of Canadian import returns from the United States will show remarkable increase, as the subjoined table will demonstrate:

Canadian imports from the United States for consumption.

1866	$ 28,794,000
1890	52,291,000
1896	54,574,000
1900	109,844,000
1901	110,485,000
1902	120,814,000
1903	137,600,000

These are imports from the United States into Canada for consumption, the goods which we sold her, and for which we got pay. Here is another branch of the same subject, from Mr. Charlton's magazine article:

The subjoined table, showing the Canadian importation of manufactures from Great Britain and from the United States since 1898, will be of interest, especially when taken in connection with the fact that Canada has given a tariff preference to Great Britain, first, of 12½ per cent, 1897 to 1898, then of 25 per cent to 1900, and of 33⅓ per cent since that time.

Canadian imports of manufactures.

Years.	From Great Britain.	From United States.
	$	$
1898	26,243,000	41,510,000
1899	31,187,000	49,362,000
1900	37,328,000	60,473,000
1901	36,469,000	62,643,000
1902	41,675,000	69,536,000
1903	50,473,000	76,291,000

This great increase in the sale of manufactures by the United States to Canada between 1898 and 1903, in the face of the Canadian preference in favour of British imports, gives evidence of the strong hold that the American manufacturer has upon the Canadian market and of his ability to meet all competitors in the market upon equal terms.

Mr. Charlton's figures come down only to 1903. If we add three of the succeeding years to date, we will find that the Canadian imports from the United States for consumption and the Canadian imports of manufactures show the same relative increases as in the years given.

The balance of trade in our own favour last year was one hundred and thirty-eight million and odd dollars.

On the 24th of February, 1903, Mr. Charlton made a speech in the Canadian Parliament on the subject of reciprocity with the United States, in which he showed how favourable existing trade conditions were to the United States, and how unfavourable to Canada. He gives us credit for our business policy. He said:

> The American policy has been applied not only to us but to all the world. The object of the United States has been to sell all that it possibly could of the products of its soil and its mills and its workshops, and to buy just as little as it could from countries, and thus having as much of the balance of trade in its own favour as possible. The result has been that the balance of trade in favour of the United States last year amounted to $60,000,000 against the whole world —$71,000,000 against Canada. That is a good thing for the United States, and will be her policp as long as the rest of the whole world will permit her to do it, but it is not a good thing for us.

He goes on to say:

> Something must be done to change the trade conditions that exist between the United States and Canada. Free trade in natural products would afford a reasonable adjustment. Nothing short of this will do it, and this condition of free trade of natural products must be granted by the United States without a solitary concession from Canada further than it has already made. We can not afford any more.

Every word spoken by Mr. Charlton in 1903 is as true now as it was then. By the pursuit of a wise business policy in the interest of all her people the United States had at that time established conditions in Canada which were most favourable, and these conditions still continue.

Is it not an astounding proposition that we shall legislate away our advantages in the interest of the Canadian?

And yet that is the proposition contained in the bill reported by the Committee on Ways and Means. No concealment is made of the fact that we propose to give away of our revenues annually $5,000,000 in exchange for a surrender of $2,500,000 on the part of Canada; to throw open the markets of 90,000,000 people to the markets of 9,000,000. The proposition is so startling that it staggers belief.

This bill is un-Republican. Reciprocity in competitive articles is inconsistent with the policy of protection. It is too manifest to be the subject of argument that to impose a duty on a foreign article for the purpose of preserving the home market for a like home article and then lower or remove that duty so as to admit the foreign article into competition in the home market is to abandon in that case the principle of protection and to adopt that of free trade. Every duty imposed by the existing tariff law, less than two years ago, on the articles of the agricultural schedule was imposed to preserve the American market for the American as against the Canadian farmer. To remove those duties now to let in the Canadian farmer is to abandon protection and adopt free trade. Reciprocity of that character, if it can be called reciprocity, is Democratic, not Republican, reciprocity. In a magazine article published a few years ago, Mr. Williams, of Mississippi, now Senator-elect from that State, said:

> There is also a tariff revision by piecemeal, which is the handmaiden of the other system. This is the tariff revision by reciprocal trade agreements with other nations. Much can be done along this piecemeal line of tariff revision under a Democratic or approximately a Democratic law.

No wonder that this bill was adopted by a Democratic caucus. The Democrats of the House were shrewd enough to recognize their own. No wonder that the bill is going to success under Democratic leadership and the folds of the Democratic banner.

Republican reciprocity is reciprocity in non competing articles and nothing else. The late Postmaster General Charles Emory Smith thus defined it:

> When rightly understood the principle is axiomatic. Brazil grows coffee, but makes no machinery. We make machinery, but grow no coffee. She needs the fabrics of our factories and forges, and we need the fruits of her tropical soil. We agree to concessions for her coffee; she agrees to concessions for our machinery. That is reciprocity.

And I know of no better definition for its purpose than that given by President McKinley in his 1897 inaugural address:

> The end in view—

He says—

> always to be the opening up of new markets for the products of our country by granting concessions to the products of other lands that we need and can not produce ourselves, and which do not involve any loss of labour to our own people, but tend to increase their employment.

This proposition involves the granting of concessions to the products of Canada which we do not need and which we can produce ourselves, and which involves a loss of labour to our farmers. It is Democratic and not Republican.

Reciprocity, according to the true Republican view, contains the following elements:

(1) Products admitted to the United States must not compete with those produced by us.

(2) The countries traded with must be such as would take our surplus of manufactures and of farm produce.

(3) The concessions obtained by us must be fully equivalent in the volume of trade thereby gained to those made by the countries with which the arrangements were entered into.

Republican reciprocity has been indorsed in a number of Republican platforms.

The bill is class legislation of the most obnoxious character. It singles out from all the beneficiaries of tariff legislation the farmer. Everything he produces is put upon the free list—everything he buys is a protected article. His corn and wheat and potatoes, his hay and oats, his live stock are all on the free list. His farm wagon, his plough, his harrow, his reaper, his threshing machine are all taxed. Everything in the shape of meats and foods of all kinds are on the dutiable list. True, farm products are interchangeably free between the United States and Canada, but every sane man knows that this is intended to open up not the Canadian market to the United States farmer, but the higher priced American market to the Canadian farmer. And the farmer is to get nothing. The supposed benefits that are to accrue to the United States at the sacrifice of his interests, for which he pays, are in the shape of new markets for the manufacturer. There are only two American manufactures of any consequence involved in the agreement. The paper manufacturer, whose interests are absolutely sacrificed, and the Harvester Trust, which has a factory in Canada to supply its customers there. The American manufacturer in general needs no lowering of duties to enter the Canadian market. The Canadian is naturally and can not, if he would, avoid being our customer. The trade statistics already cited furnish conclusive proof to that effect. Every tariff law of either party for the last fifty years has recognized the farmer's right to protection equally with every other class.

Less than two years ago the present tariff law was made. Some of the men who are now advocating this measure placed the duties in that bill on the farmers' products to protect the farmer against his Canadian neighbour. That law was pro-

nounced by the President of the United States the best tariff law ever placed on the statute book. In what respect has the farmer's condition changed in these two years or less? How comes it that he is less entitled to protection now than then? Is there any reason for concealment? *Is it worth while to attempt to deny that this is an abandonment of the policy of protection?* It seems not. When the President's message was sent to Congress this manifest sacrifice of American interests was sought to be justified on lofty philanthropic grounds: Good will to our struggling neighbour, of the same language and traditions and all that sort of thing, a fantastic combination of altruism and revenue. Now, however, the advocates of the measure find themselves driven by the logic of the situation to confess that this is free trade and was intended to be so far as it could be secured and that it ought to be free trade altogether. A new definition is sought to be given to the term protection. It is said not to apply as between parties whose production is substantially similar, and then it is asserted that Canadian production and American are substantially the same. The assertion is not borne out by the facts. The average of Canadian wages is below that of American wages. The value of Canadian lands is below the value of American lands. The Canadian gets his raw material from abroad at a lower import duty than does the American. He prefers others to us at the customhouse. The Canadian manufacturer of metals is paid a bounty.

A recent report of the Tariff Board sent to Congress by the President gives the following comparative statement of cost per ton of product of the following items in the United States and foreign mills:

—	United States.	Canada.	Difference.	Payne Duty.
	$ cts.	$ cts.	$ cts.	$ cts.
Ground wood pulp	14 78	11 13	3 65	1 66
Sulphite pulp	32 72	27 34	5 38	3 33
News print paper	32 53	28 39	4 14	3 75

This bill puts all these articles on the free list.

The last Republican platform says:

> In all tariff legislation the true principle of protection is best maintained by the imposition of such duties as will equal the difference between cost of production at home and abroad, together with a reasonable profit to American industries. * * * Among those whose welfare is as vital to the welfare of the whole country as is that of the wage workers is the American farmer. The prosperity of the country rests peculiarly on the prosperity of agriculture.
>
> * * * * *
>
> Upon this platform of principles and purposes, reaffirming our adherence to every Republican doctrine proclaimed since the birth of the party, we go before the country asking the support not only of those who have acted with us heretofore, but of all our fellow citizens who, regardless of political differences, unite in a desire to maintain the policies, perpetuate the blessings, and make sure the achievements of a greater America.

If this bill becomes a law, it will mark the downfall of the protective system.

JOHN DALZELL.
J. W. FORDNEY.

SESSIONAL PAPER No. 82a

RECIPROCITY WITH CANADA.

APRIL 13, 1911.—Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

Mr. UNDERWOOD, from the Committee on Ways and Means, submitted the following.

REPORT.

[To accompany H. R. 4412.]

The Committee on Ways and Means, to whom was referred the bill (H. R. 4412) entitled 'A Bill to promote reciprocal trade relations with the Dominion of Canada, and for other purposes,' having had the same under consideration, report it back to the House without amendment and recommend that the bill do pass.

This Bill is the same as that which passed the House at the Sixty-first Congress, except for the amendment to authorize the President to negotiate agreements with the Dominion of Canada wherein mutual concessions are made looking toward freer trade relations and further reciprocal expansion of trade and commerce, added as section 3.

In its report on the Bill (H. R. 32216), dated February 11, 1911 (Rept. No. 2150, 61st Cong., 3d. sess.), the Committee on Ways and Means reviewed at length the various provisions of the reciprocal agreement, and it is therefore considered unnecessary to discuss them further at this time.

As was stated by the committee in the report of February 11:

> The Bill takes a long step toward establishing for the Continent of North America a policy of unrestricted trade and commerce, recognizing natural conditions that have been too long ignored.

The President, in his special message of January 26, 1911, to the Senate and House of Representatives, earnestly recommended that the reciprocal agreement between the two nations be promptly enacted into law, and the Bill (H. R. 32216) to effect the enactment of this agreement was prepared under the direction of the President and to expressly comply with his recommendations by the officials of the Department of State. This measure, which provides for the exemption from duty of a large number of articles and the substantial reduction of many duties intended to be protective, constitutes an important revision of our tariff laws.

There has been no delay or suggestion of delay on the part of the President in connection with this legislation pending the collection of statistical data or the completion of investigations by the Tariff Board. On the contrary, the President has urged immediate and favourable action by the Congress, naming reasons fully in accord with long-established Democratic principles. Quoting from his message of January 26, 1911:

> No yardstick can measure the benefits to the two peoples of this freer commercial intercourse, and no trade agreement be judged wholly by customhouse statistics. We have reached a stage in our own development that calls for a statesmanlike and broad view of our future economic status and its requirements.

The Ways and Means Committee of the Sixty-first Congress, following the thought of the President, stated in substance in the report above referred to (Rept. No. 2150, 61st Cong., 3d sess.) that to lower duties on the necessities of life would increase the purchasing power of the customer and contribute to his prosperity, inasmuch as trade with nations is the same as with men; and that no taxes are so objectionable as those levied on the necessities of life, because these taxes bear most heavily on the persons least able to endure them.

Notwithstanding the urgent reasons given by the President to the Sixty-first Congress for immediate action upon this agreement, that Congress expired without having taken definite action, and the President has convened the Sixty-second Congress in extraordinary session for the purpose of considering this measure.

This reciprocal agreement is in the interest of the great majority of the people of the country, and is in accord with the well-established Democratic principle of guarding the welfare of the masses.

The committee recommend the passage of the Bill.

UNION CALENDAR No. 2.

62D CONGRESS, 1ST SESSION, H. R. 4413.

IN THE HOUSE OF REPRESENTATIVES.

(Report No. 4.)

APRIL 12, 1911.

Mr. UNDERWOOD introduced the following Bill; which was referred to the Committee on Ways and Means and ordered to be printed.

APRIL 19, 1911.

Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

A BILL

To place on the free list agricultural implements, cotton bagging, cotton ties, leather, boots and shoes, fence wire, meats, cereals, flour, bread, timber, lumber, sewing machines, salt and other articles.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That on and after the day following the passage of this Act the following articles shall be exempt from duty when imported into the United States:

Ploughs, tooth and disc harrows, headers, harvesters, reapers, agricultural drills and planters, mowers, horserakes, cultivators, threshing machines and cotton gins, farm wagons and farm carts and all other agricultural implements of any kind and description, whether specifically mentioned herein or not, whether in whole or in parts, including repair parts.

Bagging for cotton, gunny cloth, and all similar fabrics, materials, or coverings, suitable for covering and baling cotton, composed in whole or in part of jute, jute butts, hemp, flax, seg, Russian seg, New Zealand tow, Norwegian tow, aloe, mill waste, cotton tares or any other materials or fibres suitable for covering cotton; and burlaps and bags or sacks composed wholly or in part of jute or burlaps or other material suitable for bagging or sacking agricultural products.

Hoop or band iron or hoop or band steel, cut to lengths, punched or not punched, or wholly or partly manufactured into hoops or ties, coated or not coated with paint or any other preparation, with or without buckles or fastenings, for baling cotton or any other commodity; and wire for baling hay, straw, and other agricultural products.

Grain, buff, split, rough and sole leather, band, bend, or belting leather, boots and shoes made wholly or in chief value of leather made from cattle hides and cattle skins of whatever weight of cattle of the bovine species, including calfskins; and harness, saddles, and saddlery, in sets or in parts, finished or unfinished, composed wholly or in chief value of leather; and leather cut into shoe uppers or vamps or other forms suitable for conversion into manufactured articles.

Barbed fence wire, wire rods, wire strands or wire rope, wire woven or manufactured for wire fencing, and other kinds of wire suitable for fencing, including wire staples.

Beef, veal, mutton, lamb, pork, and meats of all kinds, fresh, salted, pickled, dried, smoked, dressed or undressed, prepared or preserved in any manner; bacon, hams, shoulders, lard, lard compounds and lard substitutes; and sausage and sausage meats.

Buckwheat flour, corn meal, wheat flour and semolina, rye flour, bran, middlings, and other offals of grain, oatmeal and rolled oats, and all prepared cereal foods; and biscuits, bread, wafers, and similar articles not sweetened.

Timber, hewn, sided, or squared, round timber used for spars or in building wharves, shingles, laths, fencing posts, sawed boards, planks, deals, and other lumber, rough or dressed, except boards, planks deals, and other lumber, of lignum-vitæ, lancewood, ebony, box, granadilla, mahogany, rosewood, satinwood, and all other cabinet woods.

Sewing machines, and all parts thereof.

Salt, whether in bulk or in bags, sacks, barrels, or other packages.

No. 13.

From His Majesty's Ambassador at Washington to the Governor General.

[Telegram.]

SEAL HARBOUR, MAINE, July 22, 1911.

Reciprocity passed Senate without amendment.

BRYCE.

RETURN

(83)

To an Address to His Royal Highness the Governor General, for a copy of the Letters Patent relating to the Office of Governor General of Canada, of the Commission issued to the present Governor General, and of the instructions accompanying the same.

W. J. ROCHE,
Secretary of State.

Ottawa, 2nd February, 1912.

Commission appointing field marshall, His Royal Highness the Duke of Connaught and Strathhearn, K.G., K.T., K.P., G.C.B., G.C.S.I., G.C.M.G., G.C.I.E., G.C.V.O., to be Governor General and Commander-in-Chief of the Dominion of Canada. Dated, 6th March, 1911. Recorded 3rd November, 1911.

THOMAS MULVEY,
Dep. Registrar General of Canada.

George R. I. CANADA.
[L.S.]

George the Fifth, by the Grace of God of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India:

To Our Most dear and entirely beloved Uncle and most faithful Counsellor Arthur William Patrick Albert, Duke of Connaught and Strathearn, Knight of Our Most Noble Order of the Garter, Knight of Our Most Ancient and Most Noble Order of the Thistle, Knight of Our Most Illustrious Order of Saint Patrick, Great Master of Our Most Honourable Order of the Bath, Knight Grand Commander of Our Most Exalted Order of the Star of India, Knight Grand Cross of Our Most Distinguished Order of Saint Michael and Saint George, Knight Grand Commander of Our Most Eminent Order of the Indian Empire, Knight Grand Cross of Our Royal Victorian Order, Field Marshal in Our Army.

GREETING.

We do, by this Our commission under Our Sign Manual and Signet, appoint you, the said Duke of Connaught and Strathearn to be, during Our pleasure, Our Governor General and Commander-in-Chief in and over Our Dominion of Canada with all the powers, rights, privileges and advantages to the said office belonging or appertaining.

II. And we do hereby authorize, empower and command you to exercise and perform all and singular the powers and directions contained in certain Letters Patent under the Great Seal of Our United Kingdom of Great Britain and Ireland, bearing date at Westminster the fifteenth day of June, 1905, constituting the said office of Governor General and Commander-in-Chief or in any other Letters Patent adding to, amending or substituted for the same, according to such Orders and Instructions as Our Governor General and Commander-in-Chief for the time being hath already received, or as you may hereafter receive from Us.

III. *And further* We do hereby appoint that, so soon as you shall have taken the prescribed oaths and have entered upon the duties of your office, this Our present Commission shall supersede the Commission under the Sign Manual and Signet of His late Majesty King Edward the Seventh, bearing date the Sixteenth day of June, 1905, appointing Our Right Trusty and Right Well-beloved Cousin Albert Henry George, Earl Grey, Knight Grand Cross of Our Most Distinguished Order of Saint Michael and Saint George (now a Member of Our Most Honourable Privy Council and also Knight Grand Cross of Our Royal Victorian Order) to be Governor General and Commander-inChief in and over Our Dominion of Canada.

IV. *And we* do hereby command all and singular Our Officers, Ministers, and loving subjects in Our said Dominion, and all others whom it may concern, to take due notice hereof and to give their ready obedience accordingly.

GIVEN at Our Court at Saint James's this sixth day of March, 1911, in the first year of Our Reign.

By His Majesty's Command.

L. HARCOURT.

CANADA.

INSTRUCTIONS PASSED UNDER THE ROYAL SIGN MANUAL AND SIGNET TO THE GOVERNOR-GENERAL AND COMMANDER-IN CHIEF OF THE DOMINION OF CANADA.

INSTRUCTIONS to the Governor-General and Commander-in-Chief of the Dominion of Canada. Dated 15th June, 1905. Recorded 17th July, 1905.

JOSEPH POPE,

Deputy Registrar General of Canada.

EDWARD R & I.

Instructions to Our Governor-General and Commander-in-Chief in and over Our Dominion of Canada, or, in his absence, to Our Lieutenant-Governor or other Officer for the time being administering the Government of Our said Dominion.

Given at Our Court at Saint Jame's this Fifteenth day of June, 1905, in the Fifth year of Our Reign.

WHEREAS by certain Letters Patent bearing even date herewith We have constituted, ordered, and declared that there shall be a Governor General and Commander-in-Chief (hereinafter called Our said Governor-General) in and over Our Dominion of Canada (hereinafter called our said Dominion), And We have thereby authorized and

commanded Our said Governor-General to do and execute in due manner all things that shall belong to his said office, and to the trust We have reposed in him, according to the several powers and authorities granted or appointed him by virtue of the said Letters Patent and of such Commission as may be issued to him under Our Sign Manual and Signet, and according to such Instructions as may from time to time be given to him, under Our Sign Manual and Signet, or by Our Order in Our Privy Council, or by Us through One of our Principal Secretaries of State, and to such Laws as are or shall hereafter be in force in Our said Dominion: Now, therefore, We do, by these Our instructions under Our Sign Manual and Signet, declare Our pleasure to be as follows:—

I. Our said Governor-General for the time being shall, with all due solemnity, cause Our Commission, under Our Sign Manual and Signet, appointing Our said Governor-General for the time being, to be read and published in the presence of the Chief Justice for the time being, or other Judge of the Supreme Court of Our said Dominion, and of the members of the privy Council in Our said Dominion.

Our said Governor-General, and every other Officer appointed to administer the Government of Our said Dominion, shall take the Oath of Allegiance in the form provided by an Act passed in the Session holden in the thirty-first and thirty-second years of the Reign of Her late Majesty Queen Victoria intituled "An Act to Amend the Law relating to Promissory Oaths"; and likewise he or they shall take the usual oath for the due execution of the Office of Our Governor-General and Commander-in-Chief in and over Our said Dominion, and for the due and impartial administration of Justice; which Oaths the said Chief Justice for the time being of Our said Dominion, or, in his absence, or in the event of his being otherwise incapacitated, any Judge of the Supreme Court of Our said Dominion shall, and he is hereby required to tender and administer unto him or them.

II. And We do authorize and require Our said Governor-General from time to time, by himself or by any other person to be authorized by him in that behalf, to administer to all and to every persons or person, as he shall think fit, who shall hold any office or place of trust or profit in Our said Dominion, the said Oath of Allegiance, together with such Oath or Oaths as may from time to time be prescribed by any Laws or Statutes in that behalf made and provided.

III. And We do require Our said Governor-General to communicate forthwith to the Privy Council for Our said Dominion these Our Instructions, and likewise all such others, from time to time, as he shall find convenient for Our service to be imparted to them.

IV. Our said Governor-General is to take care that all Laws assented to by him in Our name, or reserved for the signification of Our pleasure thereon, shall, when transmitted by him, be fairly abstracted in the margins, and be accompanied, in such cases as may seem to him necessary, with such explanatory observations as may be required to exhibit the reasons and occasions for proposing such Laws; and he shall also transmit fair copies of the Journals and Minutes of the proceedings of the Parliament of Our said Dominion, which he is to require from the clerks, or other proper officers in that behalf, of the said Parliament.

V. And We do further authorize and empower Our said Governor-General, as he shall see occasion, in Our name and on Our behalf, when any crime or offence against the Laws of Our said Dominion has been committed for which the offender may be tried therein, to grant a pardon to any accomplice, in such crime or offence, who shall give such information as shall lead to the conviction of the principal offender, or of any one of such offenders if more than one; and further to grant to any offender convicted of any such crime or offence in any Court, or before any Judge, Justice, or

Magistrate, within Our said Dominion, a pardon, either free or subject to lawful conditions, or any respite of the execution of the sentence of any such offender, for such period as to Our said Governor-General may seem fit, and to remit any fines, penalties, or forfeitures which may become due and payable to Us. Provided always that Our said Governor-General shall not in any case, except where the offence has been of a political nature, make it a condition of any pardon or remission of sentence that the offender shall be banished from or shall absent himself from Our said Dominion. And we do hereby direct and enjoin that Our said Governor-General shall not pardon or reprieve any such offender without first receiving in capital cases the advice of the Privy Council for Our said Dominion, and in other cases the advice of one, at least, of his Ministers; and in any case in which such pardon or reprieve might directly affect the interests of Our Empire, or of any country or place beyond the jurisdiction of the Government of Our said Dominion, Our said Governor-General shall, before deciding as to either pardon or reprieve, take those interests specially into his own personal consideration in conjunction with such advice as aforesaid.

VI. And whereas great prejudice may happen to Our service and to the security of Our said Dominion by the absence of Our said Governor-General, he shall not, upon any pretense whatever, quit Our said Dominion without having first obtained leave from us for so doing under Our Sign Manual and Signet, or through one of Our Principal Secretaries of State.

E. R. & I.

LETTERS PATENT constituting the Office of Governor General and Commander-in-Chief of the Dominion of Canada. Dated 15th June, 1905. Recorded 17th July, 1905.

JOSEPH POPE,

Dep. Registrar General of Canada.

CANADA.

LETTERS PATENT passed under the Great Seal of the United Kingdom, constituting the Office of Governor General and Commander-in-Chief of the Dominion of Canada.

EDWARD THE SEVENTH, by the Grace of God of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas King, Defender of the Faith, Emperor of India;

To all to whom these presents shall come,

GREETING.

Whereas by certain Letters Patent under the Great Seal of Our United Kingdom of Great Britain and Ireland bearing date at Westminster the Fifth day of October, 1878, Her late Majesty Queen Victoria did constitute, order, and declare that there should be a Governor General in and over Our Dominion of Canada, and that the person filling the said office of Governor General should be from time to time appointed by Commission under the Royal Sign Manual and Signet;

And whereas it is Our will and pleasure to revoke the said Letters Patent, and to substitute other provisions in place thereof:

Now therefore We do by these present revoke and determine the said recited Letters Patent, and everything therein contained, but without prejudice to anything lawfully done thereunder:

And We do declare Our Will and pleasure as follows:

1. We do hereby constitute, order, and declare that there shall be a Governor General and Commander-in-Chief in and over Our Dominion of Canada (hereinafter called Our said Dominion), and appointments to the said office shall be made by commission under Our Sign Manual and Signet.

And We do hereby authorize and command Our said Governor General and Commander-in-Chief (hereinafter called Our said Governor General) to do and execute, in due manner, all things that shall belong to his said office, and to the trust We have reposed in him, according to the several powers and authorities granted or appointed him by virtue of 'The British North America Act, 1867,' and of these present Letters Patent and of such Commission as may be issued to him under Our Sign Manual and Signet, and according to such instructions as may from time to time be given to him under Our Sign Manual and Signet, or by Our Order in Our Privy Council, or by Us through one of Our Principal Secretaries of State, and to such Laws as are or shall hereafter be in force in Our said Dominion.

II. And We do hereby authorize and empower Our said Governor General to keep and use the Great Seal of Our said Dominion for sealing all things whatsoever that shall pass the said Great Seal.

III. And We do further authorize and empower Our said Governor General to constitute and appoint, in Our name and on Our behalf all such Judges, Commissioners, Justices of the Peace, and other necessary Officers and Ministers of Our said Dominion, as may be lawfully constituted or appointed by Us.

IV. And we do further authorize and empower Our said Governor General, so far as We lawfully may, upon sufficient cause to him appearing, to remove from his office, or to suspend from the exercise of the same, any person exercising any office within Our said Dominion, under or by virtue of any Commission or Warrant granted, or which may be granted, by Us in Our name or under Our authority.

V. And We do further authorize and empower Our said Governor General to exercise all powers lawfully belonging to Us in respect of the summoning, proroguing, or dissolving the Parliament of Our said Dominion.

VI. And whereas by 'The British North America Act, 1867,' it is amongst other things enacted, that it shall be lawful for Us, if We think fit, to authorize the Governor General of our Dominion of Canada to appoint any person or persons, jointly or severally, to be his Deputy or Deputies within any part or parts of Our said Dominion, and in that capacity to exercise, during the pleasure of Our said Governor General, such of the powers, authorities, and functions of Our said Governor General as he may deem it necessary or expedient to assign to such Deputy or Deputies, subject to any limitations or directions from time to time expressed or given by Us; Now we do hereby authorize and empower Our said Governor General, subject to such limitations and directions as aforesaid, to appoint any person or persons, jointly or severally, to be his Deputy or Deputies within any part or parts of Our said Dominion of Canada, and in that capacity to exercise, during his pleasure, such of his powers, functions, and authorities, as he may deem it necessary or expedient to assign to him or them; Provided always, that the appointment of such Deputy or Deputies shall not affect the exercise of any such power, authority or function by Our said Governor General in person.

VII. And We do hereby declare Our pleasure to be that, in the event of the death, incapacity, removal, or absence of Our said Governor General out of Our said Dominion, all and every the powers and authorities herein granted to him shall, until

Our further pleasure is signified therein, be vested in such person as may be appointed by Us under Our Sign Manual and Signet to be Our Lieutenant Governor of Our said Dominion; or if there shall be no such Lieutenant-Governor in Our said Dominion, then in such person or persons as may be appointed by Us under Our Sign Manual and Signet to administer the Government of the same; and in case there shall be no person or persons within Our said Dominion so appointed by Us, then in Our Chief Justice for the time being of the Supreme Court of Our said Dominion, or, in case of the death, incapacity, removal, or absence out of Our said Dominion of Our said Chief Justice for the time being, then in the Senior Judge for the time being of Our said Supreme Court then residing in Our said Dominion and not being under incapacity.

Provided always, that the said Senior Judge shall act in the administration of the Government only if and when Our said Chief Justice shall not be present within Our said Dominion and capable of administering the Government.

Provided further that no such powers or authorities shall vest in such Lieutenant Governor, or such other person or persons, until he or they shall have taken the Oaths appointed to be taken by the Governor General of Our said Dominion, and in the manner provided by the Instructions accompanying these Our Letters Patent.

VIII. And We do hereby require and command all Our Officers and Ministers, Civil and Military, and all other the inhabitants of Our said Dominion, to be obedient, aiding, and assisting unto Our said Governor General, or, in the event of his death, incapacity, or absence, to such person or persons as may, from time to time, under the provisions of these Our Letters Patent, administer the Government of Our said Dominion.

IX. And We do hereby reserve to Ourselves, Our heirs and successors, full power and authority from time to time to revoke, alter, or amend these Our Letters Patent as to Us or them shall seem meet.

X. And We do further direct and enjoin that these Our Letters Patent shall be read and proclaimed at such place or places as Our said Governor General shall think fit within Our said Dominion of Canada.

In Witness whereof We have caused these Our Letters to be made Patent. Witness Ourself at Westminster, the Fifteenth day of June, in the Fifth Year of Our Reign.

By Warrant under the King's Sign Manual.

MUIR MACKENZIE.

RETURN

To An Address of the House of Commons, dated January 22, 1912, for a copy of the Treaty between Great Britain, the United States, Japan and Russia for the suspension of pelagic sealing, and all correspondence regarding the same from the initial negotiations to the present day.

W. J. ROCHE,

Secretary of State.

Ottawa, February 5, 1912.

No. 1.

CONVENTION BETWEEN GREAT BRITAIN, THE UNITED STATES OF AMERICA, JAPAN AND RUSSIA, FOR THE ADOPTION OF MEANS LOOKING TO THE PRESERVATION AND PROTECTION OF THE FUR SEAL. SIGNED AT WASHINGTON, ON JULY 7, 1911.

The United States of America, His Majesty the King of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, Emperor of India, His Majesty the Emperor of Japan, and His Majesty the Emperor of all the Russias, being desirous of adopting effective means for the preservation and protection of the fur seals which frequent the waters of the North Pacific Ocean, have resolved to conclude a Convention for the purpose, and to that end have named as their plenipotentiaries.

The President of the United States of America, the Honourable Charles Nagel, Secretary of Commerce and Labour of the United States, and the Honourable Chandler P. Anderson, Counsellor of the Department of State of the United States;

His Britannic Majesty, the Right Honourable James Bryce, of the Order of Merit, his Ambassador Extraordinary and Plenipotentiary at Washington, and Joseph Pope, Esquire, Commander of the Royal Victorian Order and Companion of the Order of St. Michael and St. George, Under Secretary of State of Canada for External Affairs;

His Majesty the Emperor of Japan, Baron Yasuya Uchida, Jusammi, Grand Cordon of the Imperial Order of the Rising Sun, his Ambassador Extraordinary and Plenipotentiary at Washington; and the Honourable Hitoshi Dauké, Shoshii, Third Class of the Imperial Order of the Rising Sun, Director of the Bureau of Fisheries, Department of Agriculture and Commerce;

His Majesty the Emperor of all the Russias, the Honourable Pierre Botkine, Chamberlain of His Majesty's Court, Envoy Extraordinary and Minister Plenipotentiary to Morocco, and Baron Boris Nolde, of the Foreign Office;

Who, after having communicated to one another their respective full powers, which were found to be in due and proper form, have agreed upon the following articles:

ARTICLE I.

The High Contracting Parties mutually and reciprocally agree that their citizens and subjects respectively, and all persons subject to their laws and treaties, and their vessels, shall be prohibited, while this convention remains in force, from engaging in pelagic sealing in the waters of the North Pacific Ocean, north of the thirtieth parallel of north latitude and including the Seas of Behring, Kamchatka, Okhotsk and Japan, and that every such person and vessel offending against such prohibition may be seized, except within the territorial jurisdiction of one of the other powers, and detained by the naval or other duly commissioned officers of any of the parties to this convention, to be delivered as soon as practicable to an authorized official of their own nation at the nearest point to the place of seizure, or elsewhere as may be mutually agreed upon; and that the authorities of the nation to which such person or vessel belongs alone shall have jurisdiction to try the offence and impose the penalties for the same; and that the witnesses and proofs necessary to establish the offence, so far as they are under the control of any of the parties to this convention, shall also be furnished with all reasonable promptitude to the proper authorities having jurisdiction to try the offence.

ARTICLE II.

Each of the High Contracting Parties further agrees that no person or vessel shall be permitted to use any of its ports or harbours or any part of its territory for any purpose whatsoever connected with the operations of pelagic sealing in the waters within the protected area mentioned in Article I.

ARTICLE III.

Each of the High Contracting Parties further agrees that no sealskins taken in the waters of the North Pacific Ocean within the protected area mentioned in Article I, and no sealskins identified as the species known as *Callorhinus alascanus, Callorhinus ursinus,* and *Callorhinus kurilensis*, and belonging to the American, Russian or Japanese herds, except such as are taken under the authority of the respective Powers to which the breeding grounds of such herds belong and have been officially marked and certified as having been so taken, shall be permitted to be imported or brought into the territory of any of the Parties to this Convention.

ARTICLE IV.

It is further agreed that the provisions of this Convention shall not apply to Indians, Ainos, Aleuts, or other aborigines dwelling on the coast of the waters mentioned in Article I, who carry on pelagic sealing in canoes not transported by or used in connection with other vessels, and propelled entirely by oars, paddles, or sails, and manned by not more than five persons each, in the way hitherto practised, and without the use of firearms; provided that such aborigines are not in the employment of other persons, or under contract to deliver the skins to any person.

ARTICLE V.

Each of the High Contracting Parties agrees that it will not permit its citizens or subjects or their vessels to kill, capture or pursue beyond the distance of three miles from the shore line of its territories sea otters in any part of the waters mentioned in Article I of this Convention.

ARTICLE VI.

Each of the High Contracting Parties agrees to enact and enforce such legislation as may be necessary to make effective the foregoing provisions with appropriate penalties for violations thereof.

ARTICLE VII.

It is agreed on the part of the United States, Japan and Russia that each respectively will maintain a guard or patrol in the waters frequented by the seal herd in the protection of which it is especially interested, so far as may be necessary for the enforcement of the foregoing provisions.

ARTICLE VIII.

All of the High Contracting Parties agree to co-operate with each other in taking such measures as may be appropriate and available for the purpose of preventing pelagic sealing in the prohibited area mentioned in Article I.

ARTICLE IX.

The term pelagic sealing is hereby defined for the purposes of this Convention as meaning the killing, capturing or pursuing in any manner whatsoever of fur seals at sea.

ARTICLE X.

The United States agrees that of the total number of sealskins taken annually under the authority of the United States upon the Pribilof Islands or any other islands or shores of the waters mentioned in Article I subject to the jurisdiction of the United States to which any seal herds hereafter resort, there shall be delivered at the Pribilof Islands at the end of each season fifteen per cent (15 per cent) gross in number and value thereof to an authorized agent of the Canadian Government and fifteen per cent (15 per cent) gross in number and value thereof to an authorized agent of the Japanese Government; provided, however, that nothing herein contained shall restrict the right of the United States at any time and from time to time to suspend altogether the taking of sealskins on such islands or shores subject to its jurisdiction, and to impose such restrictions and regulations upon the total number of skins to be taken in any season and the manner and times and places of taking them as may seem necessary to protect and preserve the seal herd or to increase its number.

ARTICLE XI.

The United States further agrees to pay the sum of two hundred thousand dollars ($200,000) to Great Britain and the sum of two hundred thousand dollars ($200,000) to Japan when this Convention goes into effect, as an advance payment in each case in lieu of such number of fur-seal skins to which Great Britain and Japan respectively would be entitled under the provisions of this Convention as would be equivalent in each case to two hundred thousand dollars ($200,000) reckoned at their market value at London at the date of their delivery before dressing and curing and less cost of transportation from the Pribilof Islands, such market value in case of dispute to be determined by an umpire to be agreed upon by the United States and Great Britain, or by the United States and Japan, as the case may be, which skins shall be retained by the United States in satisfaction of such payments.

The United States further agrees that the British and Japanese share respectively of the sealskins taken from the American herd under the terms of this Con-

vention shall be not less than one thousand (1,000) each in any year even if such number is more than fifteen per cent (15 per cent) of the number to which the authorized killing is restricted in such year, unless the killing of seals in such year or years shall have been absolutely prohibited by the United States for all purposes except to supply food, clothing, and boat skins for the natives on the islands, in which case the United States agrees to pay to Great Britain and to Japan each the sum of ten thousand dollars ($10,000) annually in lieu of any share of skins during the years when no killing is allowed; and Great Britain agrees, and Japan agrees, that after deducting the skins of their respective shares, which are to be retained by the United States as above provided to reimburse itself for the advance payment aforesaid, the United States shall be entitled to reimburse itself for any annual payments made as herein required, by retaining an additional number of sealskins from the British and Japanese shares respectively over and above the specified minimum allowance of one thousand (1,000) skins in any subsequent year or years when killing is again resumed, until the whole number of skins retained shall equal, reckoned at their market value determined as above provided for, the entire amount so paid, with interest at the rate of four per cent (4 per cent) per annum.

If, however, the total number of seals frequenting the United States islands in any year falls below one hundred thousand (100,000), enumerated by official count, then all killing, excepting the inconsiderable supply necessary for the support of the natives as above noted, may be suspended without allowance of skins or payment of money equivalent until the number of such seals again exceeds one hundred thousand (100,000), enumerated in like manner.

Article XII.

It is agreed on the part of Russia that of the total number of sealskins taken annually upon the Commander Islands, or any other island or shores of the waters defined in Article I subject to the jurisdiction of Russia to which any seal herds hereafter resort, there shall be delivered at the Commander Islands at the end of each season fifteen per cent (15 per cent) gross in number and value thereof to an authorized agent of the Canadian Government, and fifteen per cent (15 per cent) gross in number and value thereof to an authorized agent of the Japanese Government; provided, however, that nothing herein contained shall restrict the right of Russia at any time and from time to time during the first five years of the term of this Convention to suspend altogether the taking of sealskins on such islands or shores subject to its jurisdiction, and to impose during the term of this Convention such restrictions and regulations upon the total number of skins to be taken in any season, and the manner and times and places of taking them as may seem necessary to preserve and protect the Russian seal herd, or to increase its number: but it is agreed, nevertheless, on the part of Russia that during the last ten years of the term of this Convention not less than five per cent (5 per cent) of the total number of seals on the Russian rookeries and hauling grounds will be killed annually, provided that said five per cent (5 per cent) does not exceed eighty-five per cent (85 per cent) of the three-year-old male seals hauling in such year.

If, however, the total number of seals frequenting the Russian islands in any year falls below eighteen thousand (18,000) enumerated by official count, then the allowance of skins mentioned above and all killing of seals except such as may be necessary for the support of the natives on the islands may be suspended until the number of such seals again exceeds eighteen thousand (18,000) enumerated in like manner.

ARTICLE XIII.

It is agreed on the part of Japan that of the total number of sealskins taken annually upon Robben Island, or any other islands or shores of the waters defined in Article I subject to the jurisdiction of Japan to which any seal herds hereafter resort, there shall be delivered at Robben Island at the end of each season ten per cent (10 per cent) gross in number and value thereof to an authorized agent of the United States Government, ten per cent (10 per cent) gross in number and value thereof to an authorized agent of the Canadian Government, and ten per cent (10 per cent) gross in number and value thereof to an authorized agent of the Russian Government; provided, however, that nothing herein contained shall restrict the right of Japan at any time and from time to time during the first five years of the term of this convention to suspend altogether the taking of sealskins on such islands or shores subject to its jurisdiction, and to impose during the term of this convention such restrictions and regulations upon the total number of skins to be taken in any season, and the manner and times and places of taking them as may seem necessary to preserve and protect the Japanese herd, or to increase its number; but it is agreed, nevertheless, on the part of Japan that during the last ten years of the term of this convention not less than five per cent (5 per cent) of the total number of seals on the Japanese rookeries and hauling grounds will be killed annually, provided that said five per cent (5 per cent) does not exceed eighty-five per cent (85 per cent) of the three-year-old male seals hauling in such year.

If, however, the total number of seals frequenting the Japanese islands in any year falls below six thousand five hundred (6,500) enumerated by official count, then the allowance of skins mentioned above and all killing of seals except such as may be necessary for the support of the natives on the islands, may be suspended until the number of such seals again exceeds six thousand five hundred (6,500) enumerated in like manner.

ARTICLE XIV.

It is agreed on the part of Great Britain that in case any seal herd hereafter resorts to any islands or shores of the waters defined in Article I, subject to the jurisdiction of Great Britain, there shall be delivered at the end of each season during the term of this convention ten per cent (10 per cent) gross in number and value of the total number of sealskins annually taken from such herd to an authorized agent of the United States Government, ten per cent (10 per cent) gross in number and value of the total number of sealskins annually taken from such herd to an authorized agent of the Japanese Government, and ten per cent (10 per cent) gross in number and value of the total number of sealskins annually taken from such herd to an authorized agent of the Russian Government.

ARTICLE XV.

It is further agreed between the United States and Great Britain that the provisions of this convention shall supersede, in so far as they are inconsistent therewith or in duplication thereof, the provisions of the treaty relating to the fur seals, entered into between the United States and Great Britain on the 7th day of February, 1911.

ARTICLE XVI.

This convention shall go into effect upon the 15th day of December, 1911, and shall continue in force for a period of fifteen (15) years from that date, and thereafter until terminated by twelve (12) months' written notice given by one or more

of the parties to all of the others, which notice may be given at the expiration of fourteen years or at any time afterwards, and it is agreed that at any time prior to the termination of this convention, upon the request of any of the High Contracting Parties, a conference shall be held forthwith between representatives of all the parties hereto, to consider and if possible agree upon a further extension of this convention with such additions and modifications, if any, as may be found desirable.

ARTICLE XVII.

This convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, by His Britannic Majesty, by His Majesty, the Emperor of Japan, and by His Majesty the Emperor of all the Russias; and ratifications shall be exchanged at Washington as soon as practicable.

In faith whereof, the respective plenipotentiaries have signed this convention in quadruplicate and have hereunto affixed their seals.

Done at Washington the seventh day of July, in the year one thousand nine hundred and eleven.

CHARLES NAGEL,	[L.S.]
CHANDLER P. ANDERSON,	[L.S.]
JAMES BRYCE,	[L.S.]
JOSEPH POPE,	[L.S.]
Y. UCHIDA,	[L.S.]
H. DAUKE,	[L.S.]
P. BOTKINE,	[L.S.]
NOLDE.	[L.S.]

No. 2.

From H. M. Ambassador at Washington to the Governor General.

No. 34.

BRITISH EMBASSY,

WASHINGTON, January 22, 1909.

MY LORD,—

I have the honour to inclose herewith a copy of a letter I have just received from the Secretary of State of the United States relating to a suggested conference on the subject of Pelagic Sealing in the North Pacific Ocean.

In former despatches I have conveyed to you the suggestions or proposals bearing on this subject which the United States Government have several times made. On each occasion I have replied that so far as I knew the mind of Your Excellency's Ministers, I believed they would be disposed to view with favour the proposal for a conference, but that in their view any suggestion for the discontinuance of pelagic sealing ought to be accompanied by the offer to Canada of compensation, should she consent to forego for any space of time her right of taking seals at sea. The United States Government have offered, as you are aware, to give to Canada a share of all skins taken on the Pribiloff Islands where their seals are captured. I have latterly told them that the Canadian Government hold some pecuniary compensation ought to be paid to Canada in consideration of a discontinuance (should that be

arranged) of sealing by her British Columbia vessels for any period. The United States Government have continued to reply to this remark by saying that they could not pay any such compensation without exposing themselves to similar claims to compensation from Russia and Japan in respect of the sealing vessels belonging to those countries; and have latterly argued that the United States Congress would not and could not be expected to appropriate any money for the purposes of such compensation, considering that the seal herd has now so much reduced in size as to be of practically no commercial value. The concession to a commercial company is now expiring and will not be renewed, so that they could not (so they inform me) require any company profiting by the taking of seals to make compensation out of what it might receive. Under these circumstances they adhere to their proposal to meet the demands of Canada by a share of the skins taken on land. I have suggested, without of course committing your Government in any way, that they might think of capitalizing what that share might be during a term of years and offer to Canada such capitalized sum as compensation; but they do not seem to think that any plan of that kind could be carried out.

The Governments of Russia and Japan have, it is understood, already been conferring with one another on this question of so reducing or suspending seal-taking as to save what remains of the herd; and I gather that it is the fact that the herd will really disappear within a few years if pelagic sealing continues to be carried on.

I have the honour to be, my Lord,

Your Excellency's most obedient servant,

JAMES BRYCE.

His Excellency
The Right Honourable
The Earl Grey, G.C.M.G.,
The Governor General,
etc., etc., etc.

Enclosure in No. 2.

From the U. S. Secretary of State to H. M. Ambassador at Washington.

Serial No. 500.

Department of State,

Washington, January 21, 1909.

Excellency,

I desire to bring to your attention the question of the protection and preservation of the fur seal herds frequenting the waters of the North Pacific Ocean, including the Seas of Behring, Okhotsk and Kamchatka.

It appears from the official reports of observations made under the authority of this Government, that as recently as the year 1891 the seal herd, having its breeding ground on the Pribiloff Islands in Behring Sea, numbered upwards of one million seals, and that since then it has steadily decreased in size until at the present time its total number is estimated to be less than one hundred and fifty thousand. A proportionate decrease is understood to have taken place in the size of the Japanese and Russian seal herds frequenting Robben Island and the Commander Islands.

The ineffectiveness of the protective regulations and conditions imposed under the award of the Fur Seal Arbitration Tribunal at Paris in 1893 upon pelagic sealing

by American and British sealers is no doubt due in part to their lack of application to pelagic sealing carried on under the flags of other nations; but it is also true that in their practical application they have proved to be not well devised for securing for the seals the protection which was intended. It is also evident from the rapidly diminishing size of the Japanese and Russian herds that the protection afforded to those herds by existing regulations is inadequate to prevent their destruction so far as their value for commercial purposes is concerned.

As a result of scientific investigation and study of the subject for a number of years this Government is strongly of the opinion that any permanent solution of this difficult question should include an international agreement absolutely prohibiting pelagic sealing; but whatever may be the degree and kind of protection essential for the preservation of the seals, it would seem to be no longer open to question that if the present methods of seal hunting are persisted in for a few years longer, the fur seals will be practically exterminated.

Inasmuch, therefore, as the Governments of Great Britain, Japan, Russia and the United States are those chiefly concerned in the sealing industry and chiefly interested in the protection of the seals, and as their occurrence is essential to the successful establishment and enforcement of protective regulations, I have the honour to propose to your Government and I am proposing at the same time to the Government of Japan and Russia, that they join with the Government of the United States in arranging either for a conference or a joint commission to consider and endeavour to agree upon some course of action for the protection and preservation of the seals.

The Government of the United States has been made aware by information kindly communicated by representatives of the different powers to whom this proposal is made of their interest in the subject and of their desire for a solution of the problem of the preservation of seal life, and this note is regarded by the Government of the United States more as a suggestion with a view of giving form to the purposes which are understood to be held in common by the different powers, than as an original opening of a new subject.

I have the honour to be, &c.,

ELIHU ROOT.

His Excellency,
The Right Honourable JAMES BRYCE, O.M.,
Ambassador of Great Britain.

No. 3.

From the Secretary of State for the Colonies to the Governor General.

Canada.

No. 78.

DOWNING STREET, February 6, 1909.

MY LORD,—With reference to my despatch No. 742 of December 9 last,* I have the honour to transmit to Your Excellency, for the consideration of your Ministers copy of a letter from the Foreign Office on the subject of the preservation of the seal fisheries in the Behring Sea.

2. I shall be glad to be favoured with an intimation of the views of your Government on this subject at an early date.

I have the honour to be, my Lord,
Your Lordship's most obedient, humble servant,

CREWE.

Governor General,
His Excellency,
The Right Honourable,
EARL GREY, G.C.M.G., G.C.V.O.,
&c., &c., &c.

Enclosure 1 in No. 3.

From the Under Secretary of State for Foreign Affairs to the Under Secretary of State for the Colonies.

No. 1063, '09.

FOREIGN OFFICE, January 28, 1909.

SIR,—With reference to the letter from your department of the 9th ultimo, I am directed by Secretary Sir E. Grey, to transmit to you herewith for the information of the Secretary of State for the Colonies, copy of a despatch from His Majesty's Ambassador at St. Petersburg, inclosing correspondence with the Russian Foreign Office relative to the conclusion of a convention to which Great Britain, Russia, the United States and Japan should be parties, with a view to the preservation of the Seal Fisheries in the North Pacific.

Monsieur Tcharykow, who has now made formal proposals on the subject, indicates the points on which he considers amendments of existing arrangements desirable and suggests that His Majestys government should as a preliminary adhere to the Russo-American Agreement concluded at Washington in 1897. This, as you will doubtless recollect, provided for a total prohibition of sealing in the North Pacific Ocean, but its provisions have remained ineffective in the absence of the adhesion of this country.

The Russian Government are in the meantime ready to instruct their representative at Tokio to keep His Majesty's Ambassador at that capital informed of the progress of the negotiations with the Japanese Government, with a view to the adhesion of His Majesty's Government at a later period to any agreement which may be reached with Japan should it be found satisfactory.

Sir E. Grey would be glad to be favoured with Lord Crewe's observations on these proposals, on which His Lordship will no doubt desire to consult the Canadian Government.

I am, &c.,

LOUIS MALLET.

The Under Secretary of State,
Colonial Office.

Enclosure 2 in No. 3.

From His Majesty's Ambassador at St. Petersburg to the Secretary of State for Foreign Affairs.

ST. PETERSBURG, January 4, 1909.

SIR,—I have the honour to transmit copy of a letter with its inclosure which I have received from Monsieur Tcharykow relative to the measures which might be taken for the preservation of the seal fisheries, and stating the views of the Russian Government as to the convention which might be concluded between the Governments of Great Britain, Russia, the United States and Japan.

I also beg leave to transmit copy of a letter which I wrote to Monsieur Tcharykow on the 28th ultimo, and to which he refers in his communication.

I have, &c.,

A. NICHOLSON.

Sir E. GREY, Bart., M.P.,
&c., &c., &c.

Enclosure 3 in No. 3.

From His Majesty's Ambassador at St. Petersburg to Russian Asst. Minister for Foreign Affairs.

ST. PETERSBURG, December 15/28, 1908.

Dear Monsieur TCHARYKOW,—You may remember that in October last we spoke as to the protection of the seal fisheries, and you were then good enough to informally express the hope that it would be found possible to hold a conference for the purpose of laying down such provisions as recent experience has shown to be necessary for the preservation of an industry which, if matters are left as they are, will probably shortly cease to exist. I am now in a position to tell you that His Majesty's Government would consider with pleasure any proposals which the Russian Government may be disposed to make with a view of arranging a more general agreement on the subject of sealing.

If you would like to see me on the subject I would be happy to call on you any time which may be most convenient to you.

Yours, &c.,

A. NICHOLSON.

His Excellency,
Monsieur Tcharykow.

Enclosure 4 in No. 3.

Russian Assistant Minister for Foreign Affairs to His Majesty's Ambassador at St. Petersburg.

ST. PETERSBURG, le 22 décembre 1908.
4 janvier 1909

Mon cher Ambassadeur.—En réponse à la lettre de Votre Excellence en date du 15/28 décembre courant, je m'empresse de constater que le Gouvernement Impérial

a toujours pris à cœur la tâche qui lui incombait, comme à l'un des possesseurs de phoques à fourrures (otaries), de veiller à la préservation de cette espèce précieuse. Il est par conséquent tout disposé aujourd'hui, comme par le passé, à s'entendre avec les Puissances intéressées, dans le but d'élaborer des mesures internationales efficaces pour empêcher la destruction définitive de l'industrie en question.

Les negociations à ce sujet ayant abouti à la signature à Washington de la Convention du 24 octobre (6 novembre) 1897, dont je joins ci-après copie, ce sont less décisions de cette conférence qui devraient à notre avis, servir aujourd'hui de point de départ aux pourparlers ultérieurs.

Votre Excellence n'ignore certes pas que les stipulations arrêtées et signées à la Conférence de Washington par la Russie, les Etats-Unis et le Japon, restent sans exécution en attendant que la dite convention obtienne l'approbation de l'Angleterre. Il paraîtrait donc désirable et pratique que le Gouvernement de Sa Majesté Britannique, étant actuellement animé du désir de coopérer à la préservation de l'industrie des phoques à fourrures, signe la Convention de Washington précitée, afin que les mesures arrêtées par celle-ci puissent immédiatement entrer en vigueur et sauvegarder, pendant au moins la saison de chasse qui va s'ouvrir, et sans préjuger des résultats des négociations qui vont avoir lieu, les intérêts de l'industrie en question.

Les amendements qu'il serait désirable d'introduire dans le texte de la Convention de Washington, lors des prochaines négociations, devraient surtout porter sur les deux points suivants:—

1. Le terme de la Convention à signer par la Russie, la Grande-Bretagne, le Japon et les Etats-Unis devrait être étendu à une durée d'au moins cinq ans, avec réconduction tacite de ce terme si la convention n'était pas dénoncée par un des signataires;

2. Il serait utile d'ajouter à la convention une clause précisant les droits et devoirs des croiseurs des Puissances signataires, qui auraient surpris un navire se livrant à la chasse illicite des phoques à fourrure. Une stipulation dans ce sens est contenue dans l'article 2 de notre accord à ce sujet avec la Grande-Bretagne de 1893.

Je n'ai pas besoin d'ajouter qu'il est désirable, en outre, que la convention contienne un article admettant l'adhésion à cette entente de toutes les autres Puissances qui voudraient s'y joindre.

Le Gouvernement de Japon a fait savoir au Gouvernement Impérial qu'il n'a pas d'objection à entrer avec lui dans les négociations que celui-ci lui avait proposées concernant la conclusion d'une convention pour la sauvegarde de l'industrie des otaries dans le nord du Pacifique et la Mer de Behring. Ces négociations vont prochainement s'ouvrir à Tokio, et nous serions prêts à donner l'ordre à l'Ambassadeur de Russie au Japon de tenir ses collègues de Grande-Bretagne et des Etats-Unis au courant de la marche de ses pourparlers. Ainsi, aussitôt que les termes d'une convention, acceptable pour les représentants à Tokio, de la Russie, de la Grande-Bretagne, et des Etats-Unis, ainsi que pour le Gouvernement Japonais, auraient été élaborés, une convention pourrait être signée simultanément à Tokio, avec le Ministre des Affaires Etrangères du Japon par les représentants des Puissances intéressées et qui ne serait autre que la Convention de Washington précitée développée dans le sens indiqué plus haut. D'après les renseignements officiels que nous possédons, le Gouvernement des Etats-Unis est, de son côté très désireux d'aboutir à la conclusion d'une entente avec la Russie, la Grande-Bretagne et le Japon sur la meilleure manière d'empêcher la destruction des otaries.

En portant ce qui précède à Votre connaissance, je vous serai très obligé de vouloir bien informer le Ministère Impérial des Affaires Etrangères, si votre Gouvernment est disposé à donner à son Ambassadeur à Tokio des instructions dans le

sens esquissé plus haut. En attendant, nous aimons à espérer que, vu le contenu de votre lettre du 15/26 décembre a.c., le Gouvernement Britannique trouvera possible de signer la Convention de Washington, ce qui assurerait une force légale à ses stipulations pendant au moins l'année 1909.

Veuillez, &c.,

TCHARYKOW.

Son Excellence,
Sir A. Nicolson,
&c., &c., &c.

Enclosure 5 in No. 3.

AGREEMENT *between Russia, the United States and Japan for the preservation of the fur seals. Signed at Washington, on November 6, 1897.*

The representatives of Russia, the United States and Japan assembled in conference to consider the best means of preserving the fur seals and sea otter in the North Pacific Ocean and Behring Sea, having determined that under existing regulations these animals are threatened with extinction, and that an international agreement of all the interested powers is necessary for their adequate protection, the governments of Russia, the United States and Japan have resolved to conclude a convention with a view to bringing about such an International Agreement, and have appointed as their respective Plenipotentiaries to wit:—

His Majesty the Emperor of all the Russias, Grégoire de Wolland, Chargé d'Affaires and Councillor of State and Pierre Botkins, Gentleman in Waiting of His Court and Councillor of Court:—

The President of the United States—John W. Foster, Charles S. Hamlin and David Starr Jordan;

His Majesty the Emperor of Japan—Shongoi Shiro Fujita, of the fourth order of the Rising Sun, Director of Agricultural Bureau in the Department of Agriculture and Commerce, and Jugoi, Kakichi Mitsukuri, Rigakuhakushi, of the sixth order of the Sacred Treasure, Professor of the College of Science in the Imperial University of Tokio.

Who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:—

ARTICLE I.

The High Contracting Parties agree to prohibit their respective subjects and citizens from killing the fur seal and sea otter in all waters of the North Pacific Ocean, including the Seas of Behring, Okhotsk and Kamtchatka, outside of territorial limits, for the period of one year from the date of this Convention, and they will use their best efforts to make this prohibition effective against their respective subjects and citizens.

ARTICLE II.

The present Convention shall take effect as soon as the adhesion of the Government of Great Britain shall be given thereto.

The Convention shall be ratified by the respective Governments and the several ratifications thereof shall be exchanged on a day hereafter to be agreed upon as soon as possible at the city of Washington.

In witness whereof the respective Plenipotentiaries have hereunto affixed their signatures and seals.

Done in triplicate in the English language at the city of Washington, this sixth day of November, in the year 1897.

No. 4.

From the Secretary of State for the Colonies to the Governor General.

Telegram.

LONDON, March 27, 1909.

Please inform your Ministers that His Majesty's Government are anxious for expression of the views of your Government on proposal contained in inclosure of my despatch No. 78.* It is important that there should be no avoidable delay.

CREWE.

*No. 3.

No. 5.

From the Governor General to the Secretary of State for the Colonies.

Telegram.

OTTAWA, March 29, 1909.

In answer to your telegram March 27, Minister adhere to position that they are ready to enter into agreement for suspension of pelagic sealing on condition that compensation will be given to Canadian sealers by United States, who are owners of Pribiloff and other islands known as seal rookeries.

GREY.

No. 6.

From the Governor General to His Majesty's Ambassador at Washington.

Telegram.

OTTAWA, April 10, 1909.

In answer to your telegram April 10, following telegram sent to Secretary of State for Colonies, March 29, begins:—

In answer to your telegram March 27, Ministers adhere to position that they are ready to enter into agreement for suspension of pelagic sealing on condition that compensation will be given to Canadian sealers by United States, who are owners of Pribiloff and other islands known as seal rookeries.

GREY.

No. 7.

From His Majesty's Ambassador at Washington to the Governor General.

Telegram.

WASHINGTON, February 16, 1911.

Following sent to Foreign Office to-day:—

No. 28.

At the earliest convenience of participating powers, United States government propose to arrange conference at Washington. Date will probably depend on Japan. In the formal invitation, United States Government wish to refer to acceptance by all the powers of proposal made in their note of January 21, 1909.* Russia and Japan seem to have accepted that proposal; we, of course, have not pending conclusion of our treaty. Am I authorized to accept proposal formally?

Two delegates, with experts, will be invited by United States Government from each power, but experts will not participate in proceedings.

Repeated to Canada.

BRYCE.

**See* enclosure in No. 2.

No. 8.

From His Majesty's Ambassador at Washington to the Governor General.

Telegram.

WASHINGTON, February 25, 1911.

Pelagic Sealing. My telegram to Foreign Office, February 16. His Majesty's Government accept form of proposed conference in view of assent of Canadian Government. United States Government will be notified and date of conference telegraphed as soon as known.

BRYCE.

No. 9.

From the Secretary of State for the Colonies to the Governor General.

Telegram.

LONDON, February 28, 1911.

Understand that British Ambassador has communicated with you with regard to proposed arrangement of conference between Great Britain, Japan, Russia, and United States as to Pelagic Sealing.

I shall be glad if you will communicate views of your Government to Bryce at earliest possible opportunity and send me copy of your telegram to him.

HARCOURT.

No. 10.

From His Majesty's Ambassador at Washington to the Governor General.

No. 38 A.

BRITISH EMBASSY,
WASHINGTON, March 9, 1911.

MY LORD,—With reference to recent correspondence concerning the conference which it is proposed to call at an early date in Washington, at which Great Britain, the United States, Russia and Japan should concert measures for the preservation of the fur seals, I have the honour to transmit herewith copy of a Note from the United States Government formally inviting His Majesty's Government to be represented at the conference.

It is the intention of His Majesty's Government to be represented by two delegates as suggested by the invitation and they have done me the honour to propose that I should act as first British delegate. I understand that the Dominion Government will be invited to appoint the second delegate.

Besides the delegates who will represent the Governments concerned and be responsible for the proceedings it is anticipated that it may be thought proper to send experts to advise these delegates on technical matters, who will however not participate in the proceedings unless especially invited by the conference. It seems likely that His Majesty's Government will send two experts in the business of preparing and marketing sealskins.

In regard to the inclusion in the discussion of measures for the preservation of other species it seems likely that this proposal will recommend itself to your Ministers as tending to give the conference a character of general conservation of valuable species rather than that of especial restriction of the pelagic sealing industry. Moreover, it would seem to be a proposal worthy of every encouragement on general, industrial, scientific, and humanitarian grounds.

I enclose some official information as to the measures already taken in the States of the Union with this object, which may be of interest in this connection.

I have, &c.

JAMES BRYCE.

The Governor General,
His Excellency
The Right Honourable,
The EARL GREY, G.C.M.G.,
&c., &c., &c.

Enclosure in No. 10.

From the U.S. Secretary of State to His Majesty's Ambassador at Washington.

DEPARTMENT OF STATE,
WASHINGTON, March 3, 1911.

EXCELLENCY,—I have the honour to bring to your attention the proposal herewith made by the United States to the Governments of Great Britain, Japan, and Russia, that they unite with this Government in the adoption of measures for the protection and preservation of the fur-seal herds frequenting the waters of the North Pacific Ocean, including the Seas of Behring, Okhotsk and Kamchatka.

A note on this subject was addressed by this Department to you on January 21, 1909,* calling attention to the ineffectiveness of the protective regulations and conditions imposed under the award of the Fur-Seal Arbitration Tribunal in 1893 upon pelagic sealing by American and British sealers, and to the rapidly diminishing size of the Russian and Japanese herds as evidence that the protection afforded to those herds by existing regulations was inadequate to prevent their destruction so far as their value for commercial purposes is concerned. Inasmuch as it appeared that Great Britain, Japan, Russia and the United States are the Powers chiefly concerned in the sealing industry and interested in the protection of the seals, and as their concurrence was regarded as essential to the successful establishment and enforcement of the protective regulations, this Government proposed to them that they join with them in arranging for a conference to consider and endeavor to agree upon some course of action for the protection and preservation of the seals.

In reply to this note, the Department had the honour to receive from you a Note under date of February 27, 1911, stating that His Britannic Majesty's Government are now prepared to accept the proposal conveyed in the department's note above referred to that a conference of the Governments of Great Britain, Japan, Russia, and the United States be arranged to consider measures for the preservation of the fur-seal, in the North Pacific Ocean.

It gives me great pleasure to be able to inform you that the Governments of Japan and Russia have assented to the proposal and express their willingness to join with the other powers mentioned in the proposed conference.

I have the honour, therefore, to extend to His Britannic Majesty's Government an invitation to participate with the Governments of Japan, Russia, and the United States in a conference to be held in Washington as soon after the first of next month as may suit the convenience of all concerned, for the purpose of considering and endeavouring to agree upon some course of action for the protection and preservation of the fur-seals. The Department has already expressed the opinion in the note above referred to that any permanent solution of this difficult question should include an international agreement absolutely prohibiting pelagic sealing, and further investigation and study of the subject has served to strengthen and confirm the opinion then expressed; but, as stated in that note, whatever may be the degree and kind of protection essential for the preservation of the seals, it would seem to be no longer open to question that if the present methods of seal hunting are persisted in for a few years longer the fur-seals will be practically exterminated.

In addition to the protection of the fur-seals, it is the desire of this Government, if agreeable to the other Governments participating in this conference, to bring up for consideration the question of the adoption of an international game law to protect sea otter and other animals of the sea, and also to protect plumage birds and their breeding grounds.

A similar invitation has been addressed to the Governments of Japan and Russia.

I have the honour to request that you convey to your government the earnest desire of the President that it participate in the proposed conference, and send such number of delegates as it may deem proper, with authority to conclude a treaty for the purpose proposed. It may be convenient for you to know that the present intention of this Government is to be represented by two delegates.

I have, &c.,

P. C. KNOX.

His Excellency
The Right Honourable
JAMES BRYCE, O.M.,
Ambassador of Great Britain.

*See enclosure in No. 2.

No. 11.

From the Secretary of State for the Colonies to the Governor General.

[Telegram.]

LONDON, March 10, 1911.

My telegram of the 28th February. Understand Bryce is sending your Government formal invitation to Conference on Sealing. Hope your Government will consent to discussion by Conference of measures for protection of sea-otters, feather birds, and possibly other interesting and valuable species.

HARCOURT.

No. 12.

From His Majesty's Ambassador at Washington to the Governor General.

[Telegram.]

WASHINGTON, March 21, 1911.

United States Government have proposed May 18th for date of meeting of Pelagic Sealing Conference. I suggested first week in May as probably more convenient and United States Government were willing, but Japanese Government, I learn, cannot conveniently advance date.

His Majesty's Government will no doubt communicate with you as I have reported the above to them.

BRYCE.

No. 13.

From His Majesty's Ambassador at Washington to the Governor General.

[Telegram.]

WASHINGTON, March 27, 1911.

Have sent following to Foreign Office to-day:—

"Pelagic Sealing Conference. My telegram No. 44 Japanese Ambassador here having now been appointed delegate of Japanese Government at Conference, he is willing that first meeting should be fixed for May 10th or May 11th, on the understanding that no important business be taken up before the arrival of other Japanese delegate about 17th May. Russian agreeable. May I suggest to United States Government as opening day May 10 or May 11th? They are willing to meet about that date. Repeated to Canada."

BRYCE.

No. 14.

From His Majesty's Ambassador at Washington to the Governor General.

[Telegram.]

WASHINGTON, March 31, 1911.

Pelagic Sealing. Following sent to Foreign Office to-day:—

"No. 49. Your telegram No. 90; United States Government are now preparing programme of proceedings and it will be cabled to you.

"It is only proposed to deal with Sea-otters and Walrus in North Pacific and merely to discuss generally and possibly make recommendations *ad referendum* in regard to any species outside North Pacific.

"I should be glad of any data regarding these from you.

"An early reply as to acceptance of date of Conference would be liked by United States Government. Japan, Russia and United States are all disposed to May 10th. Repeated to Canada."

BRYCE.

No. 15.

From the Governor General to His Majesty's Ambassador at Washington.

[Telegram.]

OTTAWA, April 4, 1911.

Pelagic Sealing. Following sent to Colonial Office to-day:—

"Your telegram of 27th March and previous telegrams, Pelagic Sealing; my Ministers have no objection to immediate ratification of Treaty with United States. They are prepared to join in International Conference and agree to date proposed for first meeting, viz., 10th May or 11th May. They concur in suggestion that question of preservation and protection of Sea-otters be included in scope of discussion of Conference. Despatch follows. Repeated to Ambassador, Washington."

GREY.

No. 16.

Certified copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on the 5th April, 1911.

The Committee of the Privy Council have had before them a report, dated 29th March, 1911, from the Secretary of State for External Affairs, to whom was referred certain despatches, hereto annexed, from the Right Honourable the Principal Secre-

tary of State for the Colonies, and His Majesty's Ambassador at Washington, touching the recent agreement with the United States for the temporary suspension of Pelagic Sealing, under which it is proposed that an International Conference shall meet at Washington to discuss measures for the preservation of the seal species in the North Pacific Ocean.

The Minister states that Your Excellency's Advisers see no objection to the immediate ratification of this Treaty by His Majesty, and he recommends that the Secretary of State for the Colonies may be so informed by telegraph.

The Minister further states that the Canadian Government are prepared to join in the International Congress above referred to, and that the date suggested in Mr. Bryce's despatch of the 27th March for the first meeting—the 10th or 11th May—is agreeable to them.

The Minister observes that the Minister of Marine and Fisheries concurs in the suggestion that the question of the preservation and protection of sea-otters might advantageously be included in the scope of the discussions of the Conference. As to the necessity for a like arrangement for the protection of feathered birds and other interesting and valuable species, he is not at the moment, owing to lack of data, in a position to express a definite opinion.

The Committee, on the recommendation of the Secretary of State for External Affairs, advise that Your Excellency may be pleased to forward a copy hereof to the Right Honourable the Principal Secretary of State for the Colonies, and to His Majesty's Ambassador at Washington.

All which is respectfully submitted for approval.

RODOLPHE BOUDREAU,

Clerk of the Privy Council.

No. 17.

From the Governor General to the Secretary of State for the Colonies.

Canada.

No. 209.

GOVERNMENT HOUSE, OTTAWA, April 11, 1911.

SIR,—With reference to my telegram of the 4th instant regarding the ratification of the treaty with the United States for the suspension of Pelagic Sealing, I have the honour to transmit, herewith, for your information, copies of an Approved Minute of His Majesty's Privy Council for Canada, upon which my telegram was based.

I have, &c.,

GREY.

The Right Honourable
LEWIS V. HARCOURT, M.P.,
Secretary of State for the Colonies.

(Similar despatch to His Majesty's Ambassador at Washington No. 34, April 8, 1911.)

No. 18.

From the Secretary of State for the Colonies to the Governor General.

[Telegram.]

LONDON, April 12, 1911.

Your telegram of the 4th April.* You will have learned from Bryce's despatch 38A, of 9th March†, that His Majesty's Government propose to be represented by two delegates at the Conference and that he will be first delegate.

His Majesty's Government will be glad if your Ministers will nominate person to act as second British delegate.

If your Ministers see no objection His Majesty's Government will be glad if nomination could be made at earliest possible date.

HARCOURT.

* No. 15.
† No. 16.

No. 19.

From His Majesty's Ambassador at Washington to the Governor General.

No. 60.

BRITISH EMBASSY,

WASHINGTON, April 18, 1911.

MY LORD,—I have the honour to transmit herewith copies of a despatch which I have this day addressed to His Majesty's Government enclosing copy of a note from the United States Government, submitting a programme for the discussions of the International Conference on Pelagic Sealing, which is to meet in Washington next month.

I have, &c.,

JAMES BRYCE.

His Excellency
The Right Honourable
The EARL GREY, G.C.M.G.,
&c., &c., &c.,
The Governor General.

Enclosure 1 in No. 19.

From His Majesty's Ambassador at Washington to the Secretary of State for Foreign Affairs.

No. 117.

BRITISH EMBASSY,

WASHINGTON, April 18, 1911.

SIR,—I have the honour to transmit copies of a semi-official note received to-day from the Councillor to the State Department, submitting the proposals of the United

States Government in regard to the International Convention for the preservation and protection of Fur Seals, which it is proposed to discuss at the Conference to be opened in Washington on May 11. A summary of these proposals has been cabled to you to-day.

It will be observed that the proposals follow pretty closely the provisions of the Treaty recently concluded with His Majesty's Government, diverging from them only in such matters as the area of prohibition and provision for the adherence of other Powers, and this for obvious reasons. It will also be observed that proposal 8 revives the original draft of the aforesaid Treaty as discussed last year.

No mention is made in these proposals of measures for the preservation of other species, and I will take an early opportunity of inquiring in what form the United States Government propose to bring these ancillary matters before the Conference.

I have, &c.,

JAMES BRYCE.

The Right Honourable
Sir EDWARD GREY, Bart., M.P.,
&c., &c., &c.

Enclosure 2 in No. 19.

From the United States Department of State to His Majesty's Ambassador at Washington.

DEPARTMENT OF STATE,
WASHINGTON, April 15, 1911.

MY DEAR MR. AMBASSADOR,— In compliance with my recent promise to send you at an early date an expression of the views of the United States as to the provisions which should be included in the proposed International Convention for the preservation and protection of the Fur Seals, I enclose a series of propositions which express those views and which in substantially the form now presented will be submitted on the part of the United States for the consideration of the Fur Seal Conference to be held here next month.

I take pleasure in informing you that the suggestion that the first meeting of the Conference be held on Thursday, the eleventh day of May, which has already been approved by you, has now proved to be acceptable to all the Governments concerned.

I am, &c.,

CHANDLER P. ANDERSON.

His Excellency
The Right Honourable
JAMES BRYCE, O.M.,
Ambassador of Great Britain.

Enclosure 3 in No. 19.

Propositions showing substantially the views of the United States as to provisions which should be included in the proposed International Convention for the preservation and protection of the Fur Seals.

1. That the citizens and subjects respectively of the Parties to the Convention, and all persons subject to their laws and treaties, and their vessels, be prohibited

from engaging in Pelagic Sealing in the waters of the North Pacific Ocean, north of the thirty-fifth parallel of North Latitude, and including the Seas of Behring Okhotosk and Kamchatka.

2. That every such person and vessel offending against such prohibition may be seized, except within the territorial jurisdiction of another Power, and detained by the naval or other duly commissioned officers of any of the Parties to this Convention, to be delivered as soon as practicable to an authorized official of the nation to which they belong, at the nearest port to the place of seizure or elsewhere, as may be mutually agreed upon; and that the authorities of the nation to which such person or vessel belongs alone shall have jurisdiction to try the offence and impose the penalties for the same; and that the witnesses and proofs necessary to establish the offence so far as they are under the control of any of the Parties to this Convention shall also be furnished with all reasonable promptitude to the proper authority having jurisdiction to try the offence.

3. That each of the Parties to this Convention shall prohibit the use of any of its ports by any persons for any purposes whatsoever connected with the operations of Pelagic Sealing in the waters mentioned.

4. That each of the Parties to this Convention shall prohibit the importation of or bringing into its territory any Fur Seal skins which have not been taken under its authority and within its territorial jurisdiction or within the territorial jurisdiction and under the authority of any other Power to this Convention

5. That the Parties to this Convention undertake to enact and enforce such legislation with appropriate penalties as may be necessary to make effective the foregoing provisions.

6. That an exception be made exempting from the application of the foregoing provisions Indians or other aborigines dwelling on the coasts of the waters mentioned who carry on Pelagic Sealing in canoes, not transported by or used in connection with other vessels, and propelled entirely by paddles, oars or sails, and manned by not more than five persons each, in the way hitherto practised and without the use of firearms; provided that such aborigines are not in the employment of other persons nor under contract to deliver the skins to any person.

7. That each of the Parties to this Convention shall maintain a guard or patrol in the waters frequented by the seal herd in the protection of which it has a special interest, so far as may be necessary for the enforcement of the foregoing provisions.

8. That the Parties to this Convention agree that the foregoing provisions shall be extended so as to effectively protect within an area to be agreed upon Fur Seals whose breeding ground belong to any Power which, by adherence to this Convention or otherwise, shall agree with the signatory Parties to make the foregoing provisions applicable to its own citizens or subjects.

9. That appropriate provisions be made in the Convention for the subsequent adherence to it by other Powers

10. That the signatory Parties agree to co-operate in endeavouring to secure the adherence of other Powers to this Convention of the adoption and enforcement by them of prohibitions against Pelagic Sealing by their own citizens or subjects in any of the waters covered by this Convention, and of the use of their ports and flag in the furtherance of Pelagic Sealing within such waters.

11. That the term 'Pelagic Sealing' be defined for the purpose of this Convention as meaning the killing, capturing, or pursuing in any manner whatsoever Fur Seals at sea outside territorial waters.

12. That the period fixed for the duration of the Convention be sufficiently long to test its effectiveness as a means of protecting and preserving the Fur Seals; and that at any time after the expiration of such period each party shall be at liberty to withdraw from the Convention by giving one year's written notice to each of the remaining Parties.

No. 20.

From His Majesty's Ambassador at Washington to the Governor General.

No. 61.

BRITISH EMBASSY,
WASHINGTON, April 20, 1911.

MY LORD,—In my despatch No. 60 of the 18th I had the honour to submit to the Dominion Government the programme proposed by the United States Government for the proceedings at the conference on Pelagic Sealing which is to meet in Washington on May 11.

The question having been raised by His Majesty's Government as to whether there was any inconsistency between the last clause of the programme as to the period of duration of the International Agreement and Article VI of the Treaty recently signed between His Majesty's Government and the United States Government which predicates a period for the agreement of fifteen years, the point was raised to-day in conversation with the State Department. Mr. Anderson who is in charge of the matter said that after consideration it had been thought more proper to propose a general principle rather than a definite period, but that it was the intention of the United States Government to have fifteen years adopted in application of that principle and that Russia and Japan were aware of this and had raised no objection.

On my inquiring as to the reason for the absence of any reference in the programme to the protection of other species I was informed that the United States Government not being prepared with any specific proposals in regard to them had thought better to leave these matters out of the formal programme. He thought we might perhaps usefully exchange views, especially regarding protection of plumage birds but that any results arrived at should be merely suggestions *ad referendum*.

In regard to publication of our treaty, Mr. Anderson said that the United States Government attached importance to its not being published before the conference. It had been communicated to the Russian and Japanese Governments in confidence.

I have, &c.,

JAMES BRYCE.

His Excellency
The Right Honourable
The EARL GREY, G.C.M.G.,
&c., &c., &c.
The Governor General.

No. 21.

From the Governor General to the Secretary of State for the Colonies.

OTTAWA, April 27, 1911.

Telegram.

Your telegram April 12. My Government nominate Mr. Joseph Pope, Under-Secretary of State for External Affairs, to act as second British Delegate at International Sealing Conference at Washington.

GREY.

No. 22.

Certified Copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on May 2, 1911.

The committee of the Privy Council have had before them a report, dated April 27, 1911, from the Secretary of State for External Affairs, to whom was referred a telegraphic despatch from the Secretary of State for the Colonies, dated April 12, 1911, acquainting Your Excellency that His Majesty's Government have appointed the Right Honourable James Bryce, O.M., to act as first British delegate at the approaching International Sealing Conference shortly to be held at Washington and inviting the Government of Canada to nominate the second delegate.

The Minister submits the name of Mr. Joseph Pope, C.V.O., Under-Secretary of State for External Affairs, for the position of second British delegate at this conference.

The Minister further recommends, with the concurrence of the Ministers of Mines and of Marine and Fisheries, respectively, that Mr. James Macoun, Assistant Naturalist and Botanist of the Geological Survey Branch of the Department of Mines; Mr. W. A. Found, Acting Superintendent of Fisheries, and Captain Charles I. Harris, of Victoria, B.C., be detailed to accompany Mr. Pope to Washington as experts in the subjects to be discussed at the conference.

The committee advise that Your Excellency may be pleased to inform the Right Honourable the Secretary of State for the Colonies and His Majesty's Ambassador at Washington by telegraph in the above sense.

All of which is respectfully submitted for approval.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

No. 23.

From the Governor General to His Majesty's Ambassador at Washington.

Telegram.

OTTAWA, May 3, 1911.

Following telegraphed to Colonial Office to-day:—

'My telegram April 27. International Sealing Conference. Joseph Pope, Under-Secretary of State for External Affairs appointed as second British delegate. Minute of Council to-day appoints James Macoun, Assistant Naturalist and Botanist of Geological Survey; Captain Charles I. Harris, of Victoria, British Columbia, and W. A. Found, Acting Superintendent of Fisheries, to accompany Mr. Pope as expert.'

GREY.

No. 24.

From the Governor General to His Majesty's Ambassador at Washington.

No. 45.

GOVERNMENT HOUSE,
OTTAWA, May 4, 1911.

SIR,—With reference to my telegram of the 3rd instant, on the subject of the appointment of Mr. Joseph Pope, Under-Secretary of State for External Affairs, as second British delegate at the International Sealing Conference shortly to be held at Washington, I have the honour to transmit herewith, for Your Excellency's information, copies of an Approved Minute of His Majesty's Privy Council for Canada,* upon which my telegram was based

I have, &c.,

GREY.

His Excellency
The Right Honourable
JAMES BRYCE, P.C.,
&c., &c., &c.

* No. 22.

No. 25.

From the Governor General to the Secretary of State for the Colonies.

Canada.
No. 276.

GOVERNMENT HOUSE,
OTTAWA, May 8, 1911.

SIR,—With reference to my telegram of the 3rd instant on the subject of the appointment of Mr. Joseph Pope, Under-Secretary of State for External Affairs, as second British delegate at the International Sealing Conference shortly to be held at Washington, I have the honour to transmit herewith, for your information, copies of an Approved Minute of His Majesty's Privy Council for Canada.* upon which my telegram was based.

I have, &c.,

GREY.

The Right Honourable
LEWIS V. HARCOURT, M.P.,
Secretary of State for the Colonies.

* No. 22.

No. 26.

From the First Minister to the Canadian Delegate, International Fur Seal Conference.

PRIME MINISTER'S OFFICE, CANADA,
OTTAWA, May 8, 1911.

SIR,—The Governor in Council having designated you as the Canadian delegate to the International Conference shortly to meet at Washington with a view to

concerting measures for the protection and preservation of the fur seal in the North Pacific Ocean, I think it well to address to you a few confidential observations for your general guidance.

Canada having, by the separate Treaty recently entered into with the United States, accepted the principle involved in assenting to a temporary cessation of pelagic sealing within a circumscribed area, in return for a pecuniary consideration, your attitude towards proposals for an extension of this arrangement to cover the Asiatic side of the North Pacific Ocean, should be that taken in the prior negotiations, namely, that Canada is prepared to abstain from the exercise of her undoubted right, only in return for an adequate consideration.

You will not fail to impress upon the members of the Conference that Canada's relation towards this differs essentially from that of the United States, Russia, and Japan. They, as rookery-owning powers, are naturally desirous to suppress sealing at sea, and thereby enhance the value of their property on land. Canada's interests, on the other hand, lie wholly in the ocean. Any general agreement between the powers for the suppression of pelagic sealing should therefore provide for the admission of Canada to a share in the land-take on the Russian and Japanese islands. You are aware that in a Conference between Russia and Canada which took place in London in 1904, the Russian Government, through its representative, formally declared itself willing to join the United States in making such compensation to Canada.

You will keep me fully informed of the course of the discussions, and of the progress of events.

Before agreeing to any arrangement of a binding character, you will communicate to me the proposals in which you are invited to concur, and await instructions from this Government.

You are at liberty to show this letter to Mr. Bryce.

I have, &c.,

WILFRID LAURIER.

JOSEPH POPE, Esq., C.V.O.,
Under-Secretary of State for External Affairs,
Ottawa.

No. 27.

Certified Copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on May 10, 1911.

The Committee of the Privy Council, on the recommendation of the Right Honourable Sir Wilfrid Laurier, advise that the name of Captain Wm. D. Byers be substituted for that of Captain Charles I. Harris, as one of the experts to accompany the British delegate to Washington in connection with the approaching International Sealing Conference shortly to be held in that city, and that the Order in Council of May 2, 1911, appointing Captain Harris, be amended accordingly.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

No. 28.

Certified Copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on the 10th May, 1911.

The Committee of the Privy Council have had before them a report, dated April 29, 1911, from the Secretary of State for External Affairs, to whom was referred

despatches from His Majesty's Ambassador at Washington, dated respectively April 18 and 20, 1911, with reference to the programme proposed by the United States Government for the proceedings at the International Conference on Pelagic Sealing shortly to meet at Washington.

The Minister desires to express his regret at the reconsideration by the United States Government of their proposal to include sea otters within the scope of the discussions of the conference, for the reason that, in his view, the comprehension of sea otters in any prohibitive arrangement that may be reached, would facilitate the endorsement of regulations interdicting the killing of fur seals.

The minister also desires to recall the fact that in June, 1909, three Canadian vessels, fitted out for the capture of sea otters during the close season for seals, were boarded by officers of the United States Revenue Cutter *Bear*, who sealed up their implements of chase, thus rendering it impossible for them to prosecute the object of their voyage. If, while pursuit of seals is forbidden, that of sea otters remains lawful, there is reason to apprehend that similar complications may arise in future, which, in the interests of the sealing arrangement concluded with the United States, it would be desirable to avoid. Moreover, sea otters largely frequent the islands to which the seals resort, and there is nothing to prevent Canadians, as well as other sea otter hunting vessels, from carrying on their operations up to the limit of territorial waters. Such operations would necessarily result in much disturbance of the seals, even if they were not hunted, and thus could not but be detrimental to the speedy recovery of the number of seals on the rookeries. For these reasons the minister trusts that some arrangement including sea otter may be reached.

The Minister submits—taking up the United States propositions *seriatim*—that the terms of clause 4 are too wide in their scope. He is of opinion that the prohibition of the importation of seal or sea otter skins should be limited to those taken in the waters covered by any arrangements that may be come to between the four Powers, except such skins as may be taken within territorial jurisdiction, and under the authority of any of the parties to this convention.

That proposition No. 7 calls for a clearer definition of the waters which Canada would, under the contemplated arrangements, be called upon to patrol. While the special interests of the United States, Russia, and Japan are limited to the protection of the seal herds frequenting their own rookeries, Canada's interests which lie in Pelagic Sealing alone, are not exclusively confined to any one locality or group of seals. It might therefore be argued that she should be required to do an equal share of patrolling in each of the national spheres of interest—with the United States as regards the Pribyloff herd—with the Russians as respects the commander seals—and with Japan touching those frequenting Robben Island and the Kurile Islands. While Canada would be willing to assume responsibility for her share of patrolling, she should be left free to determine in what waters her patrolling should be carried on at any given time.

That proposition No. 8 is a modified form of the original clause 8 of the United States draft treaty enclosed in Mr. Bryce's despatch of March 26, 1910, and so far as it agrees with that draft, is open to the objections set forth in the Minister's report dated 2nd December, 1910.

The Minister further submits that any agenda paper of this conference should recognize Great Britain's exceptional position as a non-rookery-owning power, by including within the scope of the discussions the question of compensation to Canada for temporarily foregoing Pelagic Sealing in the interests of the powers owning rookeries.

The committee, on the recommendation of the Secretary of State for External Affairs, advise that Your Excellency may be pleased to forward a copy hereof to His

Majesty's Ambassador at Washington and to the Right Honourable the Principal Secretary of State for the Colonies.

All which is respectfully submitted for approval.

RODOLPHE BOUDREAU.

Clerk of the Privy Council.

No. 29.

From His Majesty's Ambassador at Washington to the Governor General.

Telegram.

SEAL HARBOUR, MAINE, July 18, 1911.

Commonwealth of Australia, New Zealand, South African Confederation, Newfoundland have assented to Sealing Treaty signed July 7.

Have informed United States, Russian and Japanese Embassies that note of July 7 is withdrawn and whole treaty accepted for all British Dominions.

BRYCE.

No. 30.

From the Secretary of State for the Colonies to the Governor General.

Canada.
No. 784.

DOWNING STREET, 21 September, 1911.

MY LORD,—With reference to previous correspondence respecting the Pelagic Sealing Treaty, I have the honour to request that Your Excellency will inform your Ministers that His Majesty's Government have had under consideration the question of the patrol to be undertaken by the four Powers which are party to the Treaty.

2. The Lords Commissioners of the Admiralty are prepared to arrange that a vessel of the Imperial Navy shall carry out the patrol in the waters north of 30° N. latitude and east of the meridian of 170° W. longitude until vessels of His Majesty's Canadian Navy are available for carrying out this service. The arrangements for this purpose will be considered subsequently when the vessels are ready.

3. The Lords Commissioners have also suggested that the patrol on the North American side should be shared with the United States Navy, the patrol in the remainder of the North Pacific Ocean being undertaken by Japan and Russia. The area which will form the sphere of operations of the British patrol will practically exclude all Russian territory.

4. The 170th meridian of west longitude excludes from the proposed area of the joint British and United States patrol a large portion of the Aleutian Islands and accordingly His Majesty's Ambassador at Washington has been instructed, in communicating with the United States Government on the question of the patrol, to enquire whether the United States will undertake the patrol of those of the Aleutian Islands which are not included in the joint patrol.

5. His Majesty's Ambassadors to Russia and Japan are being instructed to ascertain from the Government to which they are accredited whether they will arrange to undertake the patrol of the remainder of the North Pacific Ocean.

I have, &c.,

L. HARCOURT.

Governor General,
His Excellency
The Right Honourable
EARL GREY, G.C.M.G., G.C.V.O.,
&c., &c., &c.

No. 31.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 16th October, 1911.*

The Committee of the Privy Council have had before them a report, dated 14th October, 1911, from the Secretary of State for External Affairs, representing that while Article XVI of the Pelagic Sealing Treaty between Great Britain and the United States, signed at Washington on the 7th July, 1911, provides that the Treaty shall come into force on the 15th December, 1911, the Government of Canada have not received any notice that the ratification thereof, as contemplated by Article XVII, has been effected.

The Minister observes that, in the absence of such information, those engaged in pelagic sealing from Canadian ports, in the waters covered by the Treaty, have not been notified of its provisions, and as the vessels usually leave on their sealing voyages in January, they will doubtless quite soon begin to make preparations and to get their vessels into condition for another season's hunting if they are not informed that pelagic sealing in the waters in question will not be allowed.

The Committee, on the recommendation of the Secretary of State for External Affairs, advise that Your Royal Highness may be pleased to apprise His Majesty's Ambassador at Washington of these reasons which render it expedient, in view of Your Royal Highness's advisers, that this Treaty should be ratified and the ratifications exchanged at the earliest possible moment.

All which is respectfully submitted for Your Royal Highness's approval.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

No. 32.

From the Governor General to His Majesty's Ambassador at Washington.

Canada.
No. 103.

GOVERNMENT HOUSE,
OTTAWA, 19th October, 1911.

SIR,—I have the honour to transmit, herewith, for Your Excellency's consideration, copies of an Approved Minute of His Majesty's Privy Council for Canada* on the subject of the Pelagic Sealing Treaty between Great Britain and the United States, which was signed, at Washington, on the 7th July last.

As Your Excellency is aware, it is provided that this Treaty will come into force on the 15th December next, and my responsible advisers have not received any notice that the ratification thereof has been effected. In view of the fact that the vessels engaged in pelagic sealing usually leave their ports in January my responsible advisers are anxious that the Treaty shall be ratified and the ratifications exchanged at the earliest possible moment.

I have, &c.,
ARTHUR.

His Excellency
The Right Honourable
JAMES P. BRYCE, P.C.

* No. 31.

No. 33.

From the Governor General to the Secretary of State for the Colonies.

Canada.

No. 553.

GOVERNMENT HOUSE,
OTTAWA, 19th October, 1911.

SIR,—I have the honour to transmit, herewith, for your information, a copy of a despatch which I have this day addressed to His Majesty's Ambassador at Washington on the subject of the exchange of ratifications of the Pelagic Sealing Treaty between Great Britain and the United States.

I have, &c.,
ARTHUR.

No. 34.

From the Secretary of State for the Colonies to the Governor General.

Reference to previous despatch S. of S. No. 784, 21 September.

Canada.

No. 864.

DOWNING STREET, October 25, 1911.

SIR,—I have the honour to transmit to Your Royal Higness for the information of your Ministers, the papers noted below on the subject of the Behring Sea Fishery Patrol, 1911.

I have, &c.,
L. HARCOURT.

The Officer administering
the Government of
Canada.

Date.	Description.
1911.	
13 October.	from the Admiralty (without track chart).

Enclosure 1 in No. 34.

From the Admiralty to the Colonial Office.

M. 15786.

ADMIRALTY, 13th October, 1911.

SIR,—I am commanded by my Lords Commissioners of the Admiralty to transmit herewith, for the information of the Secretary of State for the Colonies, a copy

of the Report of the Behring Sea Patrol for 1911, which has been received from the Commanding Officer of H.M.S. *Algerine*. A copy has also been sent to the Foreign Office.

I am to request that the track chart, which is forwarded in original, may be sent to the Foreign Office in due course.

I have, &c.,
W. GRAHAM GREENE.

The Under-Secretary of State,
Colonial Office.

Enclosure 2 in No. 34.

From O. C. H. M. S. 'Algerine' to Commander in Charge West Coast of America.

Report of the Behring Sea Patrol, 1911.

H.M.S. *Algerine*.
Lat. 53·31 N.
at Sea
Long. 161·56 W.
4th September, 1911.

SIR,—I have the honour to inform you that in compliance with your orders I left Esquimalt, B.C., on the 24th July and arrived at Shearwater Bay, Kadiak Island on the 1st August.

2. I sailed for Iliuliuk, Unalaska, on the 5th August and arrived on the 8th August.

3. found in harbour the U.S.S. *Buffalo*, who had just completed a wireless installation at Dutch Harbour. She left on the 11th August.

4. I completed with coal at Iliuliuk on the 9th August and proceeded to Dutch Harbour the same day.

5. I conferred with Captain Foley, commanding the United States Revenue Cruiser *Fleet*, and was in agreement with him as to the best means of carrying out the Behring Sea Award Act, 1894.

6. The United States Patrolling Fleet this year consisted of the Revenue Cruisers *Manning, Tahoma* and *Rush*.

7. I commenced patrolling on the 14th August, proceeding through the S.W. Quadrant of the prohibited area. I called at St. Paul's Island, but was unable to land owing to the swell. I then proceeded to the 60 mile limit of the N.W. Quadrant and followed it throughout the N.W., N.E., and S.E. Quadrants, returning to Dutch Harbour on the 19th August. The Second patrol commenced on the 23rd August, and embraced practically the entire prohibited area terminating at Iliuliuk on the 28th August. I completed with coal the same day, and left to rejoin you on the 31st August.

8. I was informed by Captain Foley that two men declaring themselves to be British subjects were serving on board the Japanese sealer *Matsu Maru*, and another on board the *Koyei Maru*. Such a case does not appear to have been provided for under the Behring Sea Award Act, 1894, and I could find no definite instructions as to the course to be taken had I met either of these schooners sealing within the 60 mile limit; in which event it appears to me that these persons would be contravening the provisions of the Act under the aegis of the Japanese flag.

9. The behaviour of the Japanese sealers has improved since last season. Only two seizures of boats belonging to them have taken place; one for illegal landing on St. George Island, and the other for sealing within the territorial limit of St. Paul Island.

10. Nothing has so far been seen or heard of the four Canadian schooners licensed for the sealing season 1911.

11. The U. S. Revenue Cruisers have confined their patrolling to the territorial limits of the Pribiloff Islands, as was the case during last season.

12. The grand total of seals killed on the rookeries of St. Paul's and St. George Islands by the U. S. Government this season is 12,139.

13. Up to the 20th August, 23 Japanese sealers have been boarded by the U. S. Revenue Cruisers, their catch in the Behring Sea only being 3,917 skins.

14. In spite of the large increase in the pelagic catch over that of last season at the same date, the U. S. Government have apparently not thought it necessary to materially reduce the kill on the rookeries; and I am still of opinion, as stated in my report of last season, that there is no evidence of any further reduction having taken place in the Behring Sea herd of fur-seals

15. I append the usual track chart and return of vessels boarded.

16. The U. S. officials have shown their customary kindness and courtesy.

I have, &c.,

A. K. JONES,

Commander.

The Commander in charge
West Coast of America.

Date.	Position.	Name.	Flag.	Port.	Remarks.
1911.					
17 Aug.....	57·45N. ... 168·32W.	*Hosho Maru*....	Japanese. ..	Tokio	Crew 25 Japanese 30 male and 139 female skins on board.
25 Aug.....	58·1N. .... 170·0W.	*Tora Maru*.....	Japanese ...	Tokio	Crew 24 Japanese 35 male and 165 female skins on board.
25 Aug.....	57·59N. ... 169·50W.	*No. 2 Bos Maru*.	Japanese ...	Tokio	Crew 33 Japanese and 1 Norwegian 594 skins on board.
25 Aug.....	57·46N.... 169·57W.	*Unchi Maru* ..	Japanese ...	Hakodate...	Crew 38 Japanese 393 skins on board.

A. K. JONES,

Commander H.M.S. 'Algerine.'

No. 35.

From His Majesty's Ambassador at Washington to the Governor General.

No. 125.

BRITISH EMBASSY,
WASHINGTON, October 30, 1911.

SIR,—I have received Your Royal Highness's despatch No. 103 of the 19th instant in which I am informed that Your Royal Highness's Responsible Advisers are anxious that the Pelagic Sealing Treaty between Great Britain and the United States shall be ratified at the earliest possible moment.

I have the honour to inform Your Royal Highness that arrangements have been made between the Governments of Russia, Japan, the United States and Great Britain for the deposit at Washington of a single ratification of this Treaty by each Government with the United States Government who will issue a *procès verbal* of ratification to be signed on the part of the four Governments at the time of making the deposit.

This arrangement which is equivalent to the exchange of separate ratifications between each of the Powers concerned has been adopted at the suggestion of His Majesty's Government for the sake of convenience and has been approved by the other three Governments.

The ratification signed by His Majesty is already on its way to this country and the Representatives of the Governments of Russia and Japan have each cabled to their respective Governments with a view to expediting the despatch of their ratifications.

It is therefore to be hoped in view of the above facts and also inasmuch as the United States Government are fully aware of the necessity for the prompt exchange of ratifications as will be seen from the note, (copy of which is enclosed) that has been addressed to the Governments of Russia, Japan and Great Britain, that the ratifications will be duly deposited in the manner above indicated at the earliest possible moment.

I do not need to assure Your Royal Highness that as soon as this is done the matter will be reported to Your Royal Highness's Government.

I have, &c.,

JAMES BRYCE.

H.R.H. The Duke of Connaught and Strathearn, K.G.,
&c. &c. &c.
Governor General.

Enclosure in No. 35.

From the United States Acting Secretary of State to His Majesty's Ambassador at Washington.

Department of State,
Washington, October 27, 1911.

Excellency,—Referring to the understanding which has been reached by the four signatory Governments that the exchange of ratifications of the Convention for the Protection of Seals and other Fur Bearing animals in the North Pacific Ocean, signed at Washington on July 7th last by the plenipotentiaries of the United States, Great Britain, Japan and Russia, be effected by having a single ratification by each Government deposited with the Government of the United States and a *procès verbal* of ratification issued by it, I have the honour to enclose herewith for the approval of your Government a draft form of *procès verbal* of ratification to be signed on the part of the four Governments at the time of making the deposit.

In view of the fact that prompt legislation by the Congress of the United States will be required to give effect to the provisions and obligations of the treaty on the part of the United States, I should be thankful if, perceiving no objection, you would be so good as to invite, by cable, the attention of your Government to the great importance of the deposit of ratifications being made at the earliest possible moment in order

that the President may, upon the reassembling of Congress on December 4th next, be in a position promptly to seek of that body the necessary legislation.

I have, &c.,

ALVEY A. ADEE,

Acting Secretary of State.

Enclosure: Draft form of *procès verbal* as above.

His Excellency
The Right Honourable JAMES BRYCE, O.

No. 36.

To His Royal Highness the Governor General:

The undersigned has the honour to represent to Your Royal Highness that the Department of Marine and Fisheries is in receipt of a telegram from the Collector of Customs at Victoria to the effect that the sealing vessels which were out last year are requesting licenses for another voyage and clearances to start thereon.

Pending the ratification of the recent Treaty on the subject of the prohibition of Pelagic Sealing in the North Pacific Ocean, the Department of Marine and Fisheries is unable to instruct the Collector with regard to the course to be taken in connection with the sealing vessels; but anticipating an immediate ratification of the Treaty the Collector of Customs has been wired not to issue any licenses or to grant clearances to sealing vessels until further instructed.

The undersigned has the honour to recommend that the substance of this report may be communicated by telegram to His Majesty's Ambassador at Washington and that Mr. Bryce be urged to do what he can to expedite the ratification of this Treaty.

Humbly submitted,

W. J. ROCHE,

Secretary of State for External Affairs.

OTTAWA, 17th November, 1911.

No. 37.

From the Governor General to His Majesty's Ambassador at Washington.

Telegram.

OTTAWA, November 20, 1911.

Your despatch 30th October, No. 125, pelagic sealing. Department of Marine and Fisheries report that sealing vessels are requesting licenses for voyages this season, and clearances to start. Anticipating early ratification of treaty Canadian Government have issued instructions not to grant licenses till further instructions, and are most anxious that ratification of Treaty may be expedited

ARTHUR.

No. 38.

From His Majesty's Ambassador at Washington to the Governor General.

Telegram.

WASHINGTON, 21st November, 1911.

Your telegram of 20th: Our ratifications received, those of Russia and Japan are on the way. Exchange will take place on earliest possible date: and it is expected within fortnight at the latest. They will be reported to you by telegraph.

BRYCE.

No. 39.

From His Majesty's Ambassador at Washington to the Governor General.

Telegram.

WASHINGTON, 12th December, 1911.

Sealing Treaty ratifications deposited to day.

BRYCE.

No. 40.

From His Majesty's Ambassador at Washington to the Governor General.

Telegram.

WASHINGTON, 14th December, 1911.

United States are publishing Sealing Treaty to-day, if possible, in view of the fact it comes into force to-morrow.

BRYCE.

No. 41.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 4th January, 1912.*

The Committee of the Privy Council have had before them a report, dated 27th December, 1911, from the Secretary of State for External Affairs, calling attention to the fact that in the recent International Pelagic Sealing Treaty signed at Washington on the 7th July, 1911, it is provided that the Convention shall go into effect upon the 15th December, 1911.

The Minister observes that for the application to British subjects of the provisions of this Treaty, Imperial legislation is necessary;

That applications are even now being made to the Collector of Customs at Victoria for clearances to engage in sealing during the coming season. The Collector has been instructed not to grant any such clearances, or to issue licenses to pelagic sealing vessels. This, however, is merely a temporary arrangement and it is felt that

appropriate legislation should be sought of the Imperial Parliament at the earliest possible moment.

The Committee, on the recommendation of the Secretary of State for External Affairs, advise that Your Royal Highness may be pleased to bring to the attention of the Right Honourable the Principal Secretary of State for the Colonies the desirability of the enactment of requisite legislation in this behalf.

All which is respectfully submitted for approval.

F. K. BENNETTS,
Assistant Clerk of the Privy Council.

No. 42.

From the Secretary of State for the Colonies to the Governor General.

Canada.

No. 1002.

DOWNING STREET.
29th December, 1911.

SIR,—With reference to Your Royal Highness's despatch No. 553 of the 19th of October and previous correspondence, I have the honour to transmit to you for the information of your Ministers copies of two treaties on the subject of Pelagic Sealing. I have to add that the Treaty of the 7th July was ratified on the 12th instant.

Treaty Series No. 25. Cd. 6008.

2. It will be seen by comparison of the Treaties that the Treaty between this country, the United States of America, Russia and Japan practically supersedes the Treaty of the 7th February between the United Kingdom and the United States.

3. I have to invite the special attention of your Ministers to the obligation imposed upon the whole of the Empire by Articles 1, 2, 3, and 6 of the Treaty of July 7. Your Ministers will no doubt take such steps as may be necessary to carry out the obligations of Canada under these Articles.

I have, &c.,
L. HARCOURT.

Governor General
His Royal Highness
The Duke of Connaught and of Strathearn, K.G., K.T., K.P., G.C.B.,

No. 43.

From the Governor General to His Majesty's Ambassador at Washington.

Canada.
No. 5.

GOVERNMENT HOUSE,
OTTAWA, 9th January, 1912.

SIR,—I have the honour to transmit herewith, for Your Excellency's information, a copy of a despatch which I have addressed to the Secretary of State for the Colonies

regarding the desirability of the enactment at the earliest possible moment of the requisite Imperial legislation in connection with the Pelagic Sealing Treaty.

I have, etc.,

ARTHUR.

His Excellency
The Right Honourable
JAMES BRYCE, P.C.,
&c.

No. 44.

From the Governor General to the Secretary of State for the Colonies.

Canada.

No. 9.

GOVERNMENT HOUSE,
OTTAWA, 9th January, 1912.

SIR,—I have the honour to transmit herewith for your consideration, copies of an approved Minute of the Privy Council for Canada on the subject of the legislation necessary for the application to British subjects of the provisions of the Pelagic Sealing Treaty.

4th January.

I am sending a copy of this Despatch to His Majesty's Ambassador at Washington for his information.

I have, etc.,

ARTHUR.

The Right Honourable
LEWIS V. HARCOURT, M.P.,
Secretary of State
for the Colonies.

RETURN

[86]

COVERING THE FIFTH JOINT REPORT OF THE COMMISSIONERS FOR THE DEMARCATION OF THE MERIDIAN OF THE 141st DEGREE OF WEST LONGITUDE.

The undersigned Commissioners appointed by virtue of the First Article of the Convention between the United States and Great Britain, signed at Washington on the 21st of April, 1906, have the honour to present their Fifth Annual Report upon the progress of the demarcation of the 141st Meridian, where it forms the boundary line between the United States and Canada.

By reference to our Fourth Annual Report it will be seen that at the close of the survey season of 1910 the line tracing had been completed from near Mt. Natazhat in latitude 61° 34′, northward to latitude 67° 33′. During the season of 1911 the line tracing was carried a distance of about 124 miles to latitude 69° 20′, at which point the Arctic Ocean was plainly visible, but a few miles distant.

The triangulation was carried in 1911 from latitude 67° 29′ to latitude 68° 54′, a distance of 100 miles, and the topography from 66° 43′ to 69° 04′, 164 miles.

Vista cutting and stadia measurements were carried on by two parties, one of which working northward from the point reached last year between the Yukon and Porcupine rivers, completed 115 miles, and the other working northward from the Porcupine river, completed 99 miles.

The final monumenting was completed on 25 miles of the line between the Yukon and Porcupine rivers and on 75 miles north of the Porcupine river.

The epidemic of smallpox at Rampart House, which developed from one case on July 23rd to 71 cases on September 10, delayed none of the parties in the field, as they had gotten well away from Rampart House before the disease appeared. Probably if it had not been for the smallpox some topography would have been done in the fall in the vicinity of the Porcupine above and below Rampart House. Instead, however, of waiting there for the steamer the parties were obliged to assemble at a point some 65 miles lower down the river.

It was not possible to use any Indians at Rampart House, as we intended, for handling the 300 tons of freight brought up the river during the summer by the Northern Navigation Company's boats, and by the survey launches. This freight was all handled by the half-dozen members of the survey party who happened to be at Rampart, every man turning in, even to chiefs and cooks, assisted at times by the launch crews. This prevented the officers in charge of the field work from going out north along the line during the latter part of July as they had hoped to do, to study the situation for next year. If it had not been for this delay at Rampart, it is probable that a much greater proportion of next year's supplies would have been sent at least part of the way up the Old Crow. As it is, about 30 tons only are any further than Rampart House. It is hoped, however, to have the launches in early next season and to have supplies at the line before the men and horses can get across country from Rampart House.

Respectfully submitted,

Sgd. O. H. TITTMANN,
United States Commissioner.

Sgd. W. F. KING,
H. B. M. Commissioner.

WASHINGTON, December 29, 1911.

OFFICE OF THE DEPUTY MINISTER OF THE INTERIOR,
OTTAWA, January 27, 1912.

Memorandum.—I beg to submit herewith a copy of the Fifth Joint Report of the Commissioners for the Demarcation of the Meridian of the 141st degree of West Longitude. This report is made in accordance with the provisions of the Fourth Article of the Treaty signed at Washington on the 21st of April, 1906, and as it has been customary in past years to submit copies of these reports to both the House of Commons and the Senate, I send a copy herewith for presentation, if you approve of that action. A copy has been prepared also for the Senate and one for the information of His Majesty's Principal Secretary of State for the Colonies.

W. W. CORY,
Deputy Minister.

Honourable ROBERT ROGERS,
Minister of the Interior,
Ottawa.

RETURN

(94)

To an Order of the House of Commons, dated January 22, 1912, for a copy of all correspondence between the Government of Canada and the Government of the Province of Quebec, with regard to the extension of the boundaries of the said province.

W. J. ROCHE,
Secretary of State.

Ottawa, February 7, 1912.

Re Boundaries of Quebec—See Sessional Papers, No. 71, of 1892; No. 43, of 1893; No. 65, of 1910-11; and papers herewith.

Quebec, January 3, 1912.

The Right Hon. R. L. Borden,
Premier of the Dominion of Canada,
Ottawa.

Dear Mr. Premier,—I should have asked sooner your consideration of a question of the first importance of the province of Quebec, a question which was practically settled although not finally concluded. I considered it only fair to you who had just taken office, that a little time should be allowed to dispose of the other matters which you had in view, before asking you to take up this question, but now, I am sure, you and your colleagues will give it immediate attention.

I refer to the resolution adopted by the Parliament of Canada in 1908, declaring that it is expedient to extend the boundaries of the province of Quebec so as to include all the territory to the north of the said province now known as Ungava and extending to the waters of James Bay and Hudson Bay and the entrance thereto.

Late, in 1909, a resolution was unanimously passed by the Legislative Assembly, authorizing the Lieutenant Governor in Council to enter into negotiations with the Governor General of Canada in Council respecting this annexation. Conferences were afterwards had with the Ottawa Government at which the matter was fully gone into, and I may say that, when the Canadiau Parliament was dissolved, the terms and conditions of an arrangement had been substantially agreed upon.

Report has it now that you will shortly consider the question of the extension of the boundaries of Manitoba and Ontario and I would suggest that the annexation of Ungava to Quebec should be settled at the same time.

Any assistance in our power to bring about this desirable end will be cheerfully given by my colleagues and myself.

Yours faithfully,

LOMER GOUIN.

OTTAWA, ONT., January 8, 1912.

DEAR MR. PREMIER,—Your letter of the 3rd inst. has just reached me. I shall take up this matter with my colleagues at the earliest opportunity. You realize of course that under existing conditions we are very much engaged in arranging our work for the present session as we have had little opportunity for that purpose.

In the meantime perhaps you will be good enough to forward to me the documents alluded to in the third paragraph of your letter. On inquiry in the Privy Council office I am informed that no documents or correspondence are to be found.

Faithfully yours,

(Sgd.) R. L. BORDEN.

Sir LOMER GOUIN,
Premier of Quebec,
Quebec, Que.

OFFICE OF THE PRIME MINISTER,
PROVINCE OF QUEBEC,
QUEBEC, January 22, 1912.

The Right Hon. R. L. BORDEN,
Premier of Canada,
Ottawa, Canada.

DEAR MR. PREMIER,—I have your letter of 8th instant, respecting the northern extension of the province.

In conformity with your request, I am sending you the document mentioned in the third paragraph of my letter of 30th December last, i.e., the resolution of the Legislative Assembly authorizing the Lieutenant Governor in Council to enter into negotiations with the Governor General of Canada in Council as to these boundaries.

Other negotiations which were had were carried on by conferences and personal interviews.

The conclusion arrived at was that the whole of Ungava, that is, that part of the country north of the present boundaries of the province of Quebec, between Hudson Bay and Hudson Strait and whatever may be—to the east—the territory belonging to Newfoundland, would be annexed to the province, on condition that the province of Quebec settle any claims which the Indian inhabitants therein might have and also that the population of the annexed region should not be taken into account to fix the representation in the House of Commons.

I quite appreciate how much you are pressed for time at the present moment and will be prepared, as soon as you deem it convenient, to discuss this question with you.

Yours faithfully,

(Sd.) LOMER GOUIN.

EXTRACT *from the Votes and Proceedings of the Sitting of the Legislative Assembly of the Province of Quebec held on the Twenty-seventh day of April, one thousand nine hundred and Nine.*

Honourable Sir Lomer Gouin moved that:—

Whereas the Parliament of Canada, at its last session, passed the following resolutions:

"Whereas petitions have been presented to the Government and to this House, "from the Legislative Assembly of Manitoba, praying for an extension of the boun- "daries of the said province northward and eastward, and for an additional subsidy "to the said province in lieu of the ownership of public lands in the territory to be "added, be it resolved:

"That it is expedient that the prayer of the said petition should be acceded to, "and that, upon such terms and conditions as may be agreed to by the said Legislative "Assembly, and by Parliament, the boundaries of Manitoba be extended as follows:

"The northern boundary to be the sixtieth parallel of latitude; the western "boundary to be the present eastern boundary line of the province of Saskatchewan "to the said sixtieth parallel; the eastern boundary to be the present eastern boundary "as far north as the northeast corner of the province, thence on a straight line to the "most eastern point of Island lake, and thence on a straight line to the point where "the eighty-ninth meridian of west longitude intersects the shore line of Hudson Bay;

"And be it further resolved:

"That whereas, notwithstanding the extension of territory above described, the "ungranted lands of the Crown in the territory so to be added to the said province "will still continue to be administered by the Government of Canada for the purposes "of the Dominion, and the said province will not have the public land as a source of "revenue;

"It is just and equitable to recognize the increased cost of civil government which "such extension of territory will occasion to the province; and, in view of the premises, "to make to the said province an increased allowance by money payment, the amount "of which should be the subject of negotiation between the Government of Canada "the Government of Manitoba;

"And be it further resolved:

"That upon the Legislature of the Province of Ontario consenting thereto, it is "expedient to extend the boundaries of the said province upon such terms and condi- "tions as may be agreed to by the said Legislature, and by Parliament, so as to include "all the territory to the north of the said province lying between the extended bound- "aries of Manitoba above described, and the waters of James Bay and Hudson Bay;

"And be it further resolved:

"That upon the Legislature of the Province of Quebec consenting thereto, it is "expedient to extend the boundaries of the said province upon such terms and condi- "tions as may be agreed to by the said Legislature and by Parliament, so as to include "all the territory to the north of the said province now known as Ungava and extend- "ing to the waters of James Bay and Hudson Bay, and the entrance thereto;

"And be it further resolved:

"That nothing contained in any legislation which may be passed to carry out the "foregoing resolutions, shall in any way prejudicially affect the representation of any "province in this House."

Whereas the territory of Ungava in question in one of the resolutions above set forth and adopted by the Parliament of Canada at its last session, geographically forms part of the Province of Quebec, and it is in the interest of such territory as well as in that of the province, that it be annexed to the territory of the Province of Quebec.

Be it resolved:—That the Lieutenant-Governor in Council may enter into negotiations with the Governor General of Canada in Council respecting the annexation to the Province of Quebec of all territory situated to the north of the northern frontier of the province and extending to Hudson's straits between the bay so named and the Atlantic Ocean or the strip of territory which may belong to Newfoundland, along the

shore of such ocean, including on the west coast the archipelagoes and islands adjoining the mainland, as well as the following islands and groups of islands: Ottawa, Sleepers, Baker's Dozen, Belchers, North Belchers, King George, Mansfield, Charles and all the islands of Ungava Bay, and the Button islands, upon such terms and conditions as may be accepted by the Government of Canada and that of this Province.

And a debate arising, the motion was adopted unanimously.

Certified a true extract,

(Sd.) L. P. GEOFFRION,
Clerk of the Legislative Assembly
of the Province of Quebec.

OTTAWA, ONT., January 25, 1912.

DEAR SIR LOMER GOUIN,—At the moment I have only time to acknowledge your letter of the 22nd instant, enclosing copy of a resolution of the Legislative Assembly of your province authorizing the Lieutenant Governor in Council to enter into negotiations with the Government of Canada respecting the Northern boundary of Quebec. At the earliest possible opportunity I shall take up the matter with my colleagues.

Believe me,
Yours faithfully,

(Sd.) R. L. BORDEN.

P.C. 1940.

QUEBEC, le 10 septembre 1909.

MONSIEUR,—J'ai l'honneur de vous transmettre, sous pli, copies d'une adresse et résolution de l'Assemblée Législative, adoptée à la dernière session, au sujet du territoire connu sous le nom d'Ungava, et de vous prier de vouloir bien soumettre ces documents à la consideration de Son Excellence le Gouverneur General

J'ai l'honneur d'être, monsieur,
Votre obéissant serviteur,

(Signé) C. A. P. PELLETIER,
Lieutenant-Gouverneur.

L'Hon. Secrétaire d'Etat,
Ottawa.

LEGISLATIVE ASSEMBLY,
QUEBEC, September 8, 1909.

To His Honour
The Honourable Sir CHARLES ALPHONSE PANTALEON PELLETIER, K.C.M.G.,
Lieutenant-Governor of the Province of Quebec.

We, His Majesty's most faithful and loyal subjects, the Legislative Assembly of the Province of Quebec in Provincial Legislature assembled, beg to inform Your Honour that, on the twenty-seventh day of April, 1909, the Legislative Assembly of the Province of Quebec unanimously adopted the following resolution:

Resolved:

"Whereas petitions have been presented to the Government and to this House, "from the Legislative Assembly of Manitoba, praying for an extension of the bound- "aries of the said province northward and eastward, and for an additional subsidy "to the said province in lieu of the ownership of public lands in the territory to be "so added, be it resolved:

"That it is expedient that the prayer of the said petition should be acceded to, "and that, upon such terms and conditions as may be agreed to by the said Legislative "Assembly, and by Parliament, the boundaries of Manitoba be extended as follows:

"The northern boundary to be the sixtieth parallel of latitude; the western bound- "ary to be the present eastern boundary line of the province of Saskatchewan to the "said sixtieth parallel; the eastern boundary to be the present eastern boundary as far "north as the northeast corner of the province; thence on a straight line to the most "eastern point of Island lake, and thence on a straight line to the point where the "eighty-ninth meridian of west longitude intersects the shore line of Hudson Bay;

"And be it further resolved:

"That whereas, notwithstanding the extension of territory above described, the "ungranted lands of the Crown in the territory so to be added to the said province will "still continue to be administered by the Government of Canada for the purposes of "the Dominion, and the said province will not have the public lands as a source of "revenue;

"It is just and equitable to recognize the increased cost of civil government which "such extension of territory will occasion to the province, and, in view of the premises, "to make to the said province an increased allowance by money payment, the amount "of which should be the subject of negotiations between the Government of Canada "and the Government of Manitoba;

"And be it further resolved:

"That upon the Legislature of the Province of Ontario consenting thereto, it is "expedient to extend the boundaries of the said province upon such terms and condi- "tions as may be agreed to by the said Legislature and by Parliament, so as to include "all the territory to the north of the said province lying between the extended bound- "aries of Manitoba above described, and the waters of James Bay, and Hudson Bay;

"And be it further resolved:

"That upon the Legislature of the Province of Quebec consenting thereto, it is "expedient to extend the boundaries of the said province upon such terms and condi- "tions as may be agreed to by the said Legislature and by Parliament, so as to include "all the territory to the north of the said province now known as Ungava and extend- "ing to the waters of James Bay and Hudson Bay, and the entrance thereto;

"And be it further resolved:

"That nothing contained in any legislation which may be passed to carry out the "foregoing resolution, shall in any way prejudicially affect the representation of any "province in this House."

Whereas the territory of Ungava in question in one of the resolutions above set forth and adopted by the Parliament of Canada at its last session, geographically froms part of the province of Quebec, and it is in the interest of such territory as well as in that of the province, that it be annexed to the territory of the province of Quebec;

Be is resolved:—That the Lieutenant Governor in Council may enter into negotiations with the Governor General of Canada in Council respecting the annexation to the province of Quebec of all that territory situated to the north of the northern frontier of this province and extending to Hudson's Straits between the bay so named and the Atlantic ocean or the strip of territory which may belong to Newfoundland, along the shore of such ocean, including on the west coast the archipelagoes and islands adjoining the mainland as well as the following islands and groups of islands; Ottawa,

Sleepers, Baker's Dozen, Belchers, North Belchers, King George, Mansfield, Charles and all the islands of Ungava Bay, and the Button islands, upon such terms and conditions as may be accepted by the Government of Canada and that of this province.

Resolved, therefore:—That addresses be transmitted to the Governor General of Canada and to the Lieutenant Governor of the Province of Quebec.

Resolved:—That an humble address be presented to His Honour the Lieutenant Governor of the Province of Quebec begging him to be pleased to transmit the foregoing resolutions to His Excellency the Governor General of Canada.

(Sgd.) J. P. PELLETIER,
Speaker of the Legislative Assembly.

RETURN

(101a)

To an Order of the House of Commons, dated February 26, 1912, with reference to a copy of all reports, surveys, &c., made or prepared during the year 1911 or 1912, in respect of or in connection with the Hudson Bay Railway, or the suggested ports at Nelson or Churchill, or relating to the navigation of the Hudson Straits.

W. J. ROCHE,
Secretary of State.

Department of the Naval Service—Hydrographic Survey.

Ottawa, January 10, 1912.

Sir,—I beg to enclose you preliminary report from Capt. Anderson on the subject of his trip to and from Hudson Bay during the last season in connection with the work at Port Nelson. This is very much what will be printed in the annual report to be forwarded you later with chart and plans.

I am, sir,
Your obedient servant,

WM. J. STEWART,
Hydrographer.

The Deputy Minister,
Naval Service Department,
Ottawa, Ont.

Department of the Naval Service—Hydrographic Survey.

Ottawa, January 9, 1912.

W. J. Stewart, Esq., C.E.,
Chief Hydrographer, Dept. of Naval Service,
Ottawa, Ont.

Sir,—I beg to submit the following report on the work of the survey in Hudson Bay and strait during the season of 1911, also a general description of the trip up and the return journey in the autumn.

The C. G. S. *Minto* and schooners *Chrissie C. Thomey* and *Burleigh* were fitted out for the work at Halifax during the latter part of June and the beginning of July and sailed on July 8, arriving at Sydney at noon on the following day.

After coaling the *Minto* cleared Sydney on July 18, with the *Burleigh* in tow, the carrying 40 tons of coal to be transferred later to the *Minto*. Besides the ship's company the *Minto* had two passengers on board, the Rev. Mr. Peck and Mr. Brough-

ton, both missionaries bound for Lake Harbour in Baffin Land on the north shore of Hudson Strait, the supply for these missions being on board the schooner *Burleigh*.

The *Minto* called at Forteau Bay on the Labrador coast on July 20 to pick up the *Chrissie C. Thomey* also bound for Port Nelson, and the coaling steamer *Beatrice*. This fleet having assembled the harbour was cleared on the morning of the 22nd, the *Beatrice* towing the *Burleigh* and the *Minto* towing the *Chrissie C. Thomey*.

The weather was very thick with a heavy roll from the southeast and many scattered icebergs were passed. We swung ship off Battle Harbour and found the standard compass good.

Sunday, July 23, was very thick accompanied by rain, fresh wind and heavy swells from the southeast.

At 8 a.m. we were about 25 miles off Sandwich Bay with a few icebergs and no field ice in sight.

When about 25 miles off Indian Harbour and at 10 p.m. a report was sent to Ottawa by wireless, as this was the most northerly wireless station in operation and therefore the last point through which communication could be sent before proceeding farther.

On the following morning there still remained a heavy south easterly swell and the weather was very foggy and many scattered icebergs were passed during the day. The *Beatrice* with the *Burleigh* in tow had dropped to about five miles astern. Noon observations placed us about 65 miles off Turnavik.

On Tuesday, the 25th, the first ice was met about 25 miles off Cape Mugford. It was not at all heavy nor closely packed and the *Minto* with the *Chrissie Thomey* in tow, took it easily. It is impossible to state how far this ice extended off shore, but from aloft no clear water could be seen ahead or to the eastward.

Under these conditions the captain of the *Beatrice* refused to proceed but wished to heave to until the ice cleared away and then make the bay, but this arrangement was considered too indefinite and uncertain, as coal was a most serious consideration to us. Accordingly the *Beatrice* turned back with instructions to report to Ottawa from the nearest wireless station. The *Minto* took both schooners in tow. Navigation in ice is difficult enough when alone, but much more so when hampered with two vessels in tow, yet good progress was made.

No coal was taken from the *Beatrice* as I considered the *Minto* was quite low enough in the water for the ice usually met with in Hudson straits. The lower edge of the cargo doors was about 2 feet below the surface of the water and it would be a very serious matter if one of them was damaged in the ice. These doors were backed by cement and strengthened considerably, which proved to be a good precaution because after returning to Halifax the port door was found to be considerably sprung by the ice, but not sufficient to cause any leak.

During the following night a field of very heavy arctic ice was encountered and we hove to until daylight not caring to risk entering it.

On July 27 we were off Cape Chidley and though it was very thick we got a glimpse of the Button islands and fixed our position. The ice was fairly heavy, probably arctic ice from Davis strait, but not too closely packed for making headway with caution and two vessels in tow. At 4.30 a.m. the *Burleigh's* tow line was parted by fouling a large pan of ice although the *Minto* was steaming very slowly. We had only one tow line, a 10-inch hawser about 120 fathoms long, and this line was made fast to the *Thomey*. When we took hold of the *Burleigh* a wire cable was used and she paid out about 15 fathoms of chain thus helping to take any sudden strain off the wire. The chain parted near the schooner and it was a very difficult operation hauling in the wire with about 5 fathoms of ¾-inch chain attached to it, and complicated by a heavy roll. The *Burleigh* was brought abreast the *Thomey* and a large pan of ice secured between the vessels to hold them apart. After a delay of three hours the break was repaired and we proceeded on our journey.

While engaged in this operation the steamer *Beothic,* from St. John's, Newfoundland, and chartered by the Hudson Bay Company to carry Canadian supplies to York Factory and James bay, hove in sight and stood over towards us. She reported that this was the first ice met with and proceeded on her journey, hauling considerably to the north before standing into the strait.

Later in the morning the *Burleigh's* chain parted again but as the break was only a short distance from the wire it caused a delay of about thirty minutes. Many large bergs were seen, but after passing the entrance to the strait we had it fairly clear for some hours.

At 4 a.m., on July 28, when about thirty miles off Savage island, we entered another flow of arctic ice, probably from Gabriel strait. Although the ice was very heavy and closely packed the field was narrow and we pushed slowly through without much difficulty. On clearing this ice the speed was increased to about eight knots until noon when ice was again met with, about thirty miles off Icy cove.

On this occasion also it proved to be arctic ice, some very large pans closely packed together in places. Fair leads could be picked out from the masthead but there was no clear water visible. All went well for some time as we pushed our way through very slowly, stopping occasionally to allow the two schooners to clear pans that swung back again into the track made by the steamer.

At about 1.30 p.m. we glanced off a large pan which it was impossible to avoid and the starboard anchor caught tearing away the hawspipe and considerably damaging the plates nearby. With the ship in this condition it was out of the question to proceed further and we hove to, making fast to a large pan as it afforded considerable protection for repairs.

On examination it was found that the hawspipe was completely shattered and must be removed. In this connection I wish to state that the chief engineer and his staff and our excellent gasoline engineer, Whelan, deserve credit for the manner in which the damage was repaired. We had very little material on hand, an old iron door being used for a patch. The most was made of everything available and a first-class piece of work done. We further strengthened the bows on the inside with concrete and timbers to avoid any chance of future trouble in this quarter.

At this time the *Thomey* was reported to be damaged and making water fast. The fore foot had been carried away by ice. The *Burleigh* towing astern of her caused her to steer badly and made it very difficult to avoid stray pieces of ice. The schooner was brought alongside and cleared of water by steam pumps. A spare fore sail was then stretched under the bow and drawn up as tightly as possible on either side when quantities of ashes were thrown into the sail from the *Minto* and the suction produced by the leak almost stopped it in a few hours. This was most satisfactory as the situation began to look serious.

In the evening we parted company with the *Burleigh* having transferred the missionaries to her, the Rev. Mr. Peck and Mr. Broughton, bound for Lake Harbour, in Baffin Land, about forty miles distant. It was very fine and calm and the ice appeared very light and open towards the shore as far as could be seen from the crow's nest.

We were fortunate in having fine weather for our repairs; the thermometer stood at 26 F. at 7 a.m. on Sunday, July 30, the rigging being covered with a heavy coating of ice. The engineers were working all day at repairs. By noon observations it was found that the ship had drifted about thirteen miles to the northwest in twenty-four hours, and we were surrounded again by arctic ice, some very large pans, in fact small icebergs.

On Monday, July 31, the wind was south, frosty and cool with heavy ice drifting past. The crews were engaged in trimming coal aft to bring the ship up as much as possible forward and therefore in better shape for the ice.

Repairs being almost completed steam was taken at 3 p.m. From the crow's nest,

as the ice appeared very light towards the southwest, we held in that direction making clear water in a short time and stood over for Wakeham bay. The weather was foggy but we managed to pick up Wales island which is high and bald and easily distinguishable, at 2.45 on the following morning, arriving off Wakeham bay an hour later.

Wakeham bay is well marked by a rather remarkable cliff almost perpendicular and about 1,000 feet high forming the eastern entrance point, whilst the west side has a similar steep cliff but hardly so prominent.

In making the entrance we left two small rocks that lie about two miles off shore, dry at half tide, about ¼ mile to starboard and stood in until the entrance, which is not visible from outside, opened up. We entered in about mid channel in which was a depth of over 20 fathoms. The bay is about half a mile in width at the entrance increasing to three or four miles inside and extending in some miles into an inner bay. Good anchorage was found in 17 fanthoms over mud bottom off Revillon Frères fur trading post and about one mile off shore. The bay affords good shelter both from wind and sea as it is surrounded by hills of from 500 to 1,000 feet in height. Good fresh water can be procured by boats from some streams.

Mr. Derome, the officer in charge of Revillon Frères post, reported that the season was three weeks at least backward and that the fur trade was very light during the past winter. He expected the company's boat in a month's time. We met our first Eskimo here, two of them came to meet us in kayaks while entering the harbour. I was informed that no Eskimo live here permanently, they only come for the purpose of trading and then leave to procure more furs.

We landed before breakfast and were lucky in finding a suitable place to beach the *Thomey*. It was important to have a place selected, marked by ranges and all the boulders removed before flood tide that no time would be lost in placing the schooner. Early in the afternoon the *Thomey* was beached and later in the afternoon on examination the cut water or lower part of the stern was found badly damaged, and by cutting away the splinters it developed that the stem had been split by bolts driven from the inside while building, causing a leak that could never be located. The damage was repaired as well as possible with the material and tools available and she was found in fair condition when floated.

August 2nd, being a very fine morning, we took an observation of the sun for time, but the sky clouded over by noon preventing further work. We cleared Wakeham bay at 6.30 p.m., the weather being very thick but calm and no ice in sight.

On the following day it was raining and thick light fields of ice were met with off Charles Island, after passing which we hauled in for the south shore of the strait making it about Sugluk and coasted along about half a mile off where a fair passage was found. Occasionally heavy ice was met with, but farther off shore heavy and closely packed fields could be seen. Diggs island was passed at 8 p.m. and about midnight we ran into a field of arctic ice between Diggs and Mansel islands which had come down from Fox channel. The weather was very thick and the ice closely packed so we made fast to a large pan as it was impossible to pick out any leads through which we might make a safe passage.

On August 4th the fog was very dense and we were hove to all day not considering it safe to make a move under the conditions, however a little before sundown steam was taken on the chance of the fog lifting. I often noticed that the weather which would be thick all day would lift suddenly at sundown and finally close in again a little later. On this occasion that took place and being ready we made good headway and were lucky enough to completely clear the ice before the fog closed in again. This was the last ice met with for which I was very thankful and we arrived at Port Churchill at 8 a.m. on the 7th.

While crossing Hudson bay the weather was fine but foggy. The magnetic variation in this locality changes so rapidly that we were obliged to alter the ship's

heading one degree per hour to hold the course. Our standard compass, which had been placed on board where is would be least affected and therefore require little adjustment, was a great comfort. It was hardly affected by the comparatively close proximity of the magnetic pole and proved very efficient.

When about fifteen miles off Port Churchill the place was easily recognized from the Royal Northwest Mounted Police barracks which, painted white, showed up well and a little later Eskimo beacon was sighted.

Churchill is easy of approach as good water will be found fairly close in. On entering the *Minto* held too much to the westward and as the tide was on the ebb she took a sheer when abreast of for Prince of Wales and rubbed the bottom two or three times but with no serious results. We came to anchor in 30 feet water over sand bottom about three quarters of a mile off shore abreast the sight of the old Battery beacon.

We were very cordially received by Major Starnes, officer in charge of the Royal Northwest Mounted Police, and Mrs. Starnes, who have very comfortable quarters at the barracks. Major Starnes reported that the weather had been very bad and unsettled so far this season and that a large snow bank lay near by until the middle of July.

During the day the beacon brought up to replace the old Battery beacon was landed near the original sight of the latter on the east side of the harbour. Major Starnes took charge of it and agreed to have it erected by his men as opportunity offered, the men's time for the work performed to be charged against the Department of Marine.

The survey stores left in charge of the Mounted Police in January, 1910, were taken on board, the large launch being placed on the main deck forward and securely lashed. Major Starnes very kindly allowed us the use of his launch to facilitate matters.

On August 9th there was a full gale from the west accompanied by rain. We did not venture out considering it wiser to await more favourable opportunity for a first introduction to Port Nelson. The following morning we left Port Churchill with the schooner *Chrissie C. Thomey* in tow arriving off Port Nelson at 7 a.m. next day, August 11th.

On leaving Port Churchill steamer *Minto* held N. 15 E. for eleven miles to clear the shoals making out from the north side of Cape Churchill thence E. by N. for thirty miles before shaping course for Nelson giving Cape Churchill a berth of ten miles and apparently clearing Nelson shoal by over fifteen miles. The weather was overcast but fine and clear. At about 4 a.m. the submarine sentry set at 15 fathoms struck the bottom and on sounding 12 fathoms was found. The speed was reduced and a little later finding 9 fathoms of water we hauled off considerably before coming back on our course and passing about 5 miles off Nelson shoal. This would seem to indicate that the coast along here is apparently charted some miles too far to the westward, and on this account great caution should be exercised to make good use of the lead when using the present chart.

When Cape Tatnam was picked up we were heading about 10 miles inside its extreme. Our course was steered until about 5 miles off the cape then changed to southwest into Nelson roads. The beacon on Marsh point was picked up when at a distance of about 15 miles and a little later the *Minto* came to in 5 fathoms with the beacon bearing S.S.W., distant 6 miles, but as the tide was found to be falling this was considered too shallow and a move of a couple of miles was made.

During the period August 11 to September 7 surveying operations were carried on in this locality with varying success.

We left Nelson on the latter date for a fresh supply of coal at Churchill, after which, on September 21, we returned to Nelson. Operations having to be carried on

many miles off shore with no protection from any wind it was found most difficult to accomplish much. It is reported that after September 15, the weather is very broken with frequent heavy winds and snow squalls. The agent at York Factory reports that a heavy swell from the eastward always prevails during the autumn and this was our experience mking it impossible to land except many miles inside Nelson roads.

On the morning of September 28 there was a heavy swell from the east, the sky was overcast and threatening, and as only a sufficient supply of coal remained to ensure a safe passage to Sydney, we decided to say goodbye to Nelson for the season. Although the *Minto* was rolling considerably no difficulty was experieneed in lifting the buoys which had been placed for surveying operations, but for the large launch it required very careful handling of the vessel. About 2 p.m., everything being secured, we squared away for Hudson straits.

On the trip across Hudson bay head winds and heavy seas were encountered and we were obliged to run at a very slow rate of speed as the *Minto* was trimmed by the head by the extra supply of coal carried, which had necessarily been all placed forward of amid ships. Frequently heavy seas broke over the bridge deck endangering the launch on the main deck forward. We arrived off Diggs island in the western entrance to Hudson straits on Sunday morning, October 1. On the passage frequent snow squalls were the order of the day, but no ice was met with although we passed south of a large field off the south side of Coates island.

The fore peak of the *Minto* leaked so badly that the crew were transferred to the second class quarters oft. Probably the deck forward was considerably sprung and opened up while riding at anchor during the last period at Nelson.

The shore from Diggs islands to the eastward is bold and apparently has good water close in. We coasted along at about one mile distant from shore through frequent snow squalls.

We arrived off Sugluk at 3 p.m. and came to about ten miles up the bay late in the afternoon in 14 fathoms of water over clay bottom.

Sugluk harbour is on the south shore of Hudson strait and about midway between Diggs island and Cape Weggs. It is easily recognized by a considerable depression in the coast with an island in the middle of it, which in this locality is made up of a succession of high bluffs. On the southeast side of the entrance will be seen a steep cliff about 500 feet high and when closer in a large rock will be seen perched on the edge of the cliff.

The harbour is a long indentation one mile wide at the entrance and running in a southwesterly direction a distance of abount 13 miles with a width of from 1½ to 2 miles. A bar over which 8 fathoms may be carried extends across the mouth and inside a depth of from 50 to 60 fathoms will be found. There is limited anchorage behind the island in the mouth in from 10 to 15 fathoms over mud bottom, but possibly considerable swell enters during a northeasterly gale.

Good anchorage and shelter is available about one mile east of Black point, a prominent dark point about 4 miles inside the entrance in from 15 to 20 fathoms over mud bottom. Northeast of Black point the shore is lined with boulders at low water but in places they do not extend out very far and a small dock for landing coal could easily be arranged. Anchorage can also be had in 15 fathoms with mud bottom about ten miles up the bay abreast a steep rocky cliff with a low gravel bank at the water edge. Care should be taken not to shoal to less than 12 fathoms as beyond this the bottom comes up very rapidly to a boulder bar that extends across the harbour with 3 feet least water over it at low water. Beyond this bar the bay extends a further 3 miles with a width of two miles and a depth in the middle of 30 fathoms.

Fresh water can be obtained in many parts of the bay and at Black point it will be found running off the face of the rock cliff where a vessel can tie up.

During the period spent in Sugluk harbour the weather was very unsettled, heavy winds from the northeast and frequent snow squalls being the order of the day. The

thermometer registered 24 F. in the early mornings and about 27 F. to 30 F. at noon. A sketch survey of the harbour was made and many soundings taken.

On the morning of October 5 the weather appeared to have made a change for the better, the sun actually came out for some time. The morning was spent finishing up the survey of the harbour and taking on fresh water, and observations of the sun were taken for time and latitude at Black point. Sugluk harbour was cleared at 2 p.m. and though fine and clear inside it was very thick and disagreeable outside.

The weather cleared shortly before sundown and we were enabled to cut in the east end of Charles island also Cape Weggs. The distance between the above points was found to be 10 miles instead of 30 miles as shown on the chart, and Cape Weggs is charted many miles too far to the southeast. No indication of King or Joy island was found. When abreast of the east end of Charles island departure was taken for Big island course S. 35 E. The night was fine and calm though overcast and it was possible to see a distance of some miles. At daylight it was found that the current had swept us some distance out of our course to the southward and we were obliged to haul up S. 58 E. for the entrance to Lake Harbour which is just east of Big island, where we arrived at 10.30 a.m.

Word had been received while we were at Churchill from the Rev. Mr. Peck that the missionaries at Lake Harbour were without supplies and would likely perish during the winter if not assisted or taken home. When about ten miles off the entrance to the harbour the whaler *Acture* from Dundee, Scotland, and under the command of Capt. Murray was met with having just left Lake Harbour. He reported that provisions had arrived in due time for the missionaries, that they were well supplied for the winter, and that therefore no assistance was necessary. Capt. Murray was homeward bound and expected to make Dundee in three weeks' time. He had a cargo of whalebone and walrus hides, valued at about $20,000.

This was an ideal day, calm and warm, though it was October 6, too good for this time of year as it proved. During the afternoon the weather grew very threatening and next morning we had easterly winds, snow squalls and fog, which continued for some days. The ship's position was fixed by noon observations off Lake Harbour and it was found that the coast line to the eastward or about halfway between Icy cove and Icy cape was charted about five miles too far north, and we were obliged to stand out of the bay some distance before shaping course for Port Burwell. Occasional icebergs were passed, one very large berg about one-half mile square, 75 feet high, off Lake Harbour.

October 7 was a very disagreeable day, southeasterly winds, very thick and frequent snow squalls, 29 F. at 8 a.m. The day was spent drifting about the entrance to the strait trying to get a glimpse of the Button islands. On Sunday, the following morning, the weather was very little better, however, we sighted the Button islands at 9 a.m. and came to in Port Burwell harbour at 3.30 p.m. in 10 fathoms of water over mud bottom.

At present it is difficult to pick up the entrance to Port Burwell but if a proper beacon were erected on the west side of the entrance where a small stone cairn at present stands, it would simplify matters very much. Approaching Port Burwell it is much safer to make the land to the northward, which is bold, and then stand fairly close in until the entrance to the harbour is picked up, but to the southward the shore looks foul and should get a wide berth. Therefore, care should be taken not to pass the entrance when approaching from the northwestward.

The entrance to the harbour is about half a mile wide and although there is a spot with 2 fathoms least water on it a short distance off the west side, a vessel is perfectly safe in mid channel.

On opening the harbour two low diamond-shaped beacons will be seen, the front one built on a low rocky point and the back beacon a short distance to the rear on the side of the steep bank. These beacons in line clear the shoal off the west entrance.

However, they can be kept open a little to the eastward and come to when the lattice work beacon erected on the west side of the harbour becomes visible from the bow in 16 fathoms of water.

Anchorage can also be found further up the harbour between a peninsula at the north end and a small rock awash at high water, but the space is limited by shoal water that makes out some distance off the peninsula.

Burwell harbour gives good shelter from most winds but it would be uncomfortable in a gale from the southwest. Fresh water can be very easily obtained by boats from a stream in the northeast corner of the harbour.

There is a Moravian mission station behind the peninsula on the northwest corner of the harbour, and several Eskimo families live there. Mr. Simons, the missionary in charge, came on board upon our arrival. He reported that the *Arctic* under Capt. Bernier had been there for a few days about a month previous.

At Burwell we received a supply of ptarmigan and codfish which was very acceptable being the first fresh meat received for many a long day. Strong winds accompanied by snow squalls prevailed, but we sounded out the harbour and took on a supply of fresh water.

The weather appearing to clear and moderate on October 10, we departed at noon, in time to catch the ebb tide which runs about 7 knots per hour through Grey strait.

The northern Button island appears some miles further to the westward than the position given it on the chart.

Cape Chidley is easily recognized when ten or fifteen miles off. It is bold and very high and the land is very hilly in the vicinity; although the Button islands are fairly high and stand well off shore they cannot very well be mistaken.

When clear of Cape Chidley we were very fortunate in finding it fairly calm, wind northeast, which helped us along nicely. Scattered icebergs and an occasional large one, but no field ice, were seen. Indian harbour wireless station was picked up at 7 p.m. on October 11 and arrival reported to Ottawa.

On the evening of the 11th word was received that the coaler *Erik* was in Domino harbour out of coal and requiring assistance. She had left Churchill about September 23. Domino harbour was reached at 11.30 a.m. on October 12 and tied up alongside the *Erik*. A few tons of coal were transferred and we relieved her of a 33-foot launch which she had taken on board at Churchill at my request considering it unsafe to carry both launches on the main deck of the *Minto*.

For the next two days there was a full gale from the north accompanied by snow. The holding ground in Domino proved poor, the *Minto* dragging badly, and we had some difficulty in finding a place in which to take hold.

The *Minto* left Domino on Sunday morning, October 15, making Sydney about midnight on Monday. We left Sydney at noon on Tuesday arriving at Halifax on Wednesday morning.

I have the honour to be, sir,
Your obedient servant,

F. ANDERSON,
Officer in charge Hudson Bay Service.

SESSIONAL PAPER No. 101a

REPORT ON HYDROGRAPHIC SURVEYS.

OTTAWA, August 8, 1911.

The DEPUTY MINISTER,
Department of the Naval Service,
Ottawa.

SIR,—I have the honour to present the following report upon the work of the Hydrographic Survey during the fiscal year, 1910-11.

The work has been carried on under the following divisions:—

1. Great Lakes.
2. Atlantic Coast.
3. Pacific Coast.
4. Lake of Two Mountains.
5. Lake St. Francis.
6. Nelson River.
7. Fort Churchill.

GREAT LAKES.

The work of this survey was as usual conducted from the steamer *Bayfield,* in charge of Captain Frederick Anderson, who was assisted by Messrs. Paul Jobin, E. Ghysens, H. H. Lawson and E. Lapointe. Mr. Bachand was detached for duty in connection with survey work at Fort Churchill, Hudson Bay, and Mr. R. Fraser for work at Nelson River, Hudson Bay.

For the first month the survey was temporarily in charge of Mr. A. G. Bachand, and for the second month under Mr. Jobin, as Captain Anderson was detached for duty of superintending the fitting out of the parties for Hudson Bay.

The steamer fitted out at Prescott, and on May 11, left for the scene of her labours off the south shore of Prince Edward County, Lake Ontario. The shallow inshore water was carefully and systematically examined to a depth of ten fathoms and soundings carried out beyond that to a distance of ten nautical miles or as far out as could be fixed from the shore.

The dangerous shoals off Point Peter, Wicked Point and Scotch Bonnet Island and Presqu'Isle have been for the first time accurately charted. A plan of Presqu'Isle, the western entrance to Murray canal has been made, and should prove valuable to mariners and yatchsmen. The examination of the passages about False Duck and Main Duck islands shows considerable less water than is shown on the existing United States Lakes Survey charts and the soundings taken in the approach to Kingston Harbour also show discrepancies with these charts. It looks therefore as if it will be necessary to re-survey this water in the very near future.

The work from Main Duck island to Presqu'Isle including Presqu'Isle bay, has been concluded and the chart containing the information sent to the engraver for publication. In addition to this the triangulation of the shore from Presqu'Isle to Cobourg was completed and the beacons necessary for sounding erected for work this season.

Captain Anderson reports that during the season the party traversed 60 miles of shore line, sounded 720 miles from boats, and 1,150 miles from the steamer, covering an area of 380 square miles.

On November 7, the steamer was dry docked at Kingston and painted, and on the 11th was laid up at Prescott. Upon the termination of the season Mr. Lapointe resigned.

I am pleased to be again able to report very favourably of the conduct and ability of the sailing master, Wm. McQuade, and the engineers John Nesbit and Wm. Baker, of the steamer.

After laying up the steamer and at the request of the persons using Alberton Harbour, P.E.I., Capt. Anderson was detailed to make examination of the entrance of that harbour. This he did and reported on December 5.

After this he was sent to report upon a rock in Souris harbour, P.E.I., which he did on January 2[illegible], upon his return to Ottawa.

ATLANTIC COAST.

This survey is in charge of Commander I. B. Miles, who was assisted by Messrs. G. C. Venn and Henry Ortiz. Mr. Savary was detached for survey of Fort Churchill, Hudson Bay. Upon the opening of navigation the survey was transferred from the old steamer *La Canadienne* to the new steamer *Cartier,* which arrived at Quebec from the builders, Messrs. Swan, Hunter and Wigham Richardson of Newcastle-on-Tyne on May 6. She is a twin screw steamer of 522 tons register 163 feet long between perpendiculars, 29 feet moulded breadth and 15½ feet deep. She is steel double bottom throughout, has two Scotch boilers with Howden's forced draught and has a speed of about 12 knots. She is equipped with electric light, carbonic dioxide cold storage for meats and vegetables, has gasolene launches and latest style of surveying gigs. So far she has given the greatest satisfaction, is economical of fuel, is a splendid sea boat and furnishes comfortable quarters for officers and crew and for the surveying work. She cost $176,912.

After docking and the usual cleaning up and painting after the trans-Atlantic trip, the vessel, with party on board, left Quebec on May 31, and spent the season surveying in the vicinity of Rimouski, working out from the point at which work stopped in the autumn of 1910. The river is now charted as far as Bic island and a new chart embracing the water from White island to Bic island will be issued during the season of 1911. The officers and crew of *La Canadienne* were transferred to the *Cartier* and the former laid up for the season at Sorel.

On July 1, Commander Miles left the *Cartier* in charge of Mr. Venn to assume command of the expedition to Hudson Bay and returned August 17, having successfully placed the parties at Fort Churchill and Port Nelson (report on the trip is appended).

The *Cartier* returned to Quebec on November 1, and went immediately into winter quarters. She required very little work upon her. The ship's officers, Capt. McGough and Chief Engineer D. Marcotte, have again shown their usual zeal.

PACIFIC COAST.

This survey is under the command of Captain P. C. Musgrave, who was assisted by Messrs. F. P. V. Cowley, L. H. Davies, C. C. Ross and W. H. Powell, using the steamer *Lillooet* as a base. Mr. Parizeau was detached for survey work at Nelson river, Hudson bay. The party left Victoria on April 5, and reached Prince Rupert on April 10.

A party under Mr. Cowley was immediately placed in camp on Lewis island for the purpose of surveying Arthur passage and Ogden channel, as these waters are well sheltered and the work can be more economically carried out in this way than from a steamer.

Captain Musgrave and the balance of the party were engaged about the north side of Queen Charlotte islands, during the spring and autumn in Masset inlet, and during the fine weather of summer, sounding the eastern end of Dixon entrance, between Rose spit and Celestial reef, or the large area which Captain Parry of the Admiralty Surveying Service was unable to complete in 1908. This was completed, but the western approach to the entrance outside the fringe about three miles wide off North island still remains to be done. Whilst this is supposed to be all deep, there is a reported danger well out and it will be necessary to use up a lot of time in an

examination of the locality. For this, it is proposed to take the heart of the fine weather of several seasons and have the work done before the trade to Prince Rupert becomes very extensive.

The examination of Masset inlet, Queen Charlotte islands, shows it to be a large lake of about sixty square miles area, connected with Dixon entrance by a narrow channel twenty miles long, but deep enough for any vessel that can cross the bar at the mouth. The lake has many islands and shoals in it, but it can be made very useful. A chart of the inlet is now in the engraver's hands. At the end of the season Messrs. Cowley, Ross and Powell resigned, and were replaced by Messrs. O. Parker and R. L. Fortier.

The officers of the ship, Capt. Griffith, and Messrs. Allen and Borrowman, engineers, gave the work their usual keen attention, thus aiding the surveying staff very materially, and without which progress would not have been very rapid. I regret to add that Mr. Allen, after three years service, accepted better employment and left us in April, 1911.

LAKE OF TWO MOUNTAINS.

This survey was continued and concluded under Mr. A. J. Pinet, assisted by Mr. St. Pierre. For the purpose he was provided with a house-boat and steam launch, and completed the work between St. Anne de Bellevue and Carillon early in August. The chart has been drawn and is now in the hands of the printer for engraving.

LAKE ST. FRANCIS.

Upon the completion of the work in Lake of Two Mountains, the house boat, steam launch and party were transferred to Lake St. Francis at Cornwall, and placed in charge of Mr. C. McGreevy, assisted by Messrs. St. Pierre and Ed. Jodoin, for the purpose of completing the work of surveying the upper end of that lake. This was continued until the end of the season, November 24, when the fleet was laid up in the Cornwall canal. There still remains some examination of suspicious soundings in the lake to be completed in 1911, when the publication of the charts will be placed in the hands of the engraver.

HUDSON BAY.

Owing to the proposal to build a railway from some point in the Canadian Northwest to Hudson bay, this survey was instructed to make an examination of Ports Nelson and Churchill with a view to reporting upon them as desirable termini for railways, or rather whether or not they can be made ports to be used with safety by ocean-going vessels.

For this purpose two parties were organized, one under Mr. A. G. Bachand assisted by Mr. Chas. Savary, both assistants of several years' standing and experience on this survey, to go into camp at Fort Churchill and were provided with the necessary launch and boats for work. The other was under Mr. H. D. Paripeau, assisted by Mr. Robt. Fraser, also assistants of several years' standing and experience on this survey. These officers, on account of the nature of the approach to the harbour, were provided with a three masted schooner, launch and boats. For transporting these parties to the localities the Department of Marine and Fisheries kindly loaned us the ice-breaking steamer *Stanley* which was placed in charge of Commander I. B. Miles. He had as officers Captain Dalton, of the *Stanley*, and Captain S. W. Bartlett, one of the best known pilots for Hudson strait.

He furnishes the following interesting report on the trip, particularly on the ice conditions met with:—

'Ice conditions. Great numbers of icebergs were met with along the Labrador coast. These bergs are reported by fishermen to be much more numerous from the

coast to 20 or 30 miles off than farther out. Probably the best course for a vessel, making from Newfoundland to Cape Chidley, would be about 50 miles off the land.

Cape Chidley was rounded and Gray strait entered at noon on July 18, the ship anchoring in Port Burwell at 3 p.m. the same day.

Port Burwell and the bays along the coast were found to be quite clear of ice, but in Ungava bay, as far as could be seen from aloft, the ice appeared solid. From information obtained from the Mission at Port Burwell, this field has been held in Ungava bay by a long period of light northerly winds. It also appears that this year the ice in Burwell and adjacent bays had broken exceptionally early (about July 10), but as a rule it may be taken that it is impossible to enter these harbours till the last few days of July. In 1909, on the day corresponding to that on which I entered Port Burwell, dog teams were still crossing the harbour on the ice.

On leaving Port Burwell, July 19, heavy field ice was encountered at a distance of about thirty miles. This had apparently set out from Ungava bay and drove the ship a considerable distance north toward Resolution island. The extent of this field was about sixty miles, after which a sheet of comparatively clear water was passed through until 10 p.m. of July 20, when very heavy ice was met with. This kept the ship to the southward and made it necessary to abandon any idea of making Ashe inlet.

In the opinion of Captain Bartlett this was Arctic ice, being much heavier and dirtier than that from Ungava bay.

This pack appeared to be continuous from the northward to within a couple of miles of the southern shore of Hudson strait (Cape Prince of Wales to Digges island), a narrow passage along the shore being apparently kept fairly clear by tidal streams.

After a short spell of clear water off Cape Digges, about forty miles of heavy ice drove the vessel toward Nottingham island.

Mansel island having been passed, the southern point of Coats island was steered for and course set for Churchill.

Towards evening on July 22, the ship struck the outer edge of the largest ice field met with on the whole voyage. This for a distance of about 200 miles, was continuous. This ice was not very heavy for a vessel specially constructed, but called for considerable skill on the part of Capt. Bartlett, the ice pilot, in finding leads.

There being no indication of clear water on either side it was resolved to make as direct a course as possible. The ship was seldom stopped, but was heavily shaken by the continuous pounding necessary to force her way through.

This field was suddenly cleared on the morning of July 24, and Churchill was reached the same night without further delay.

Churchill and Nelson having been visited, the vessel left the latter place on the evening of July 30, on the homeward voyage. Within a few hours of leaving Nelson the heaviest ice yet met was encountered, and for about ninety miles very slow headway was made. This having been cleared, nothing but light ice was met, either in the bay or strait, until after leaving Port Burwell. Whilst at anchor at Port Burwell awaiting the arrival of the *Earl Grey,* the ice set out of Ungava bay before a moderate southerly breeze, and Burwell harbour was completely filled. The ice was, of course, loose but made boat work impossible at times.

Port Burwell was left upon August 9, and within an hour the ship for the first time encountered ice that stopped her. This had evidently been heavily packed in slack water, the flood carrying its own ice to meet that returning through Gray straits on the ebb. When the strength of the tide made itself felt, the ice holding the ship was loosened and by keeping close along the southern shore of Gray strait, Cape Chidley was rounded and course set for southward. The pack was apparently very heavy up to the Button islands.

Very few bergs were seen on the return along the Labrador coast.

Whilst numerous bergs were met with in the eastern part of Hudson strait, none were seen in Hudson bay itself, and Capt Bartlett informed me they are practically unknown there.

It would appear from the above remarks that vessels may expect to meet ice from Cape Chidley to Churchill, but Capt. Bartlett's opinion was to the effect that our experience was exceptional, and that a long spell of light winds had contributed to the packing of the ice. Personally, I cannot see why this should be so, as the ice forms and breaks away year by year, some years (as the present, 1910) exceptionally early, no doubt, but it must be met some time during the navigation season. Long spells of wind in one direction might hold it in the bays and inlets for some time, but it is not likely that these winds would be so continuous as to keep it there until frozen in again. Therefore, any vessel navigating the bay must be prepared to meet ice. Whilst none of that met with on this voyage could have been dangerous to the *Stanley*, or sealers and other specially constructed vessels now trading in the district, I am of the opinion it might be dangerous to a ship not so built. I certainly do not think any cargo vessel of ordinary construction would have been able to find or force her way through the large field met before Churchill, but would have been obliged to remain in the ice until it was loosened by winds or currents.

Under the weather conditions which prevailed whilst the *Stanley* was in the bay, a ship might wait an indefinite period for the ice to open up again. In the event of a strong breeze which would eventually disperse it, the preliminary would be a heavy packing to leeward, which might jeopardize the vessel.

Throughout the above remarks 'ice' is to be taken to mean ice fields and not bergs.

WEATHER CONDITIONS.

The *Stanley* was exceptionally fortunate in weather while in Hudson bay and strait, nothing more than a moderate breeze being experienced. But, as a general rule, in the strait and bay proper, no lasting heavy weather need be anticipated during July and August, although in the vicinity of Nelson river, heavy 'northers' in August are reported by the Hudson Bay vessels, sometimes lasting from 36 to 48 hours.

A considerable amount of fog was met with, which would be expected with the light winds prevailing during the voyage. This fog was usually in the vicinity of ice, but not necessarily so.

Temperatures in the bay and strait were not low, the air averaging betweeen 31° and 40° F., sea water betweeen 30° and 40° F.

Owing to the uniform temperature of the water, little can be judged from this as to the vicinity of ice. This was also noticed after clearing the Straits of Belle Isle, that is to say, that the colder currents having been entered, the proximity of even large bergs made little difference to the temperature of the water.

GENERAL NAVIGATION.

Apart from the ice question which it will be seen is by no means insurmountable, the dangers and difficulties of the navigation of Hudson strait and bay arise chiefly from the inaccuracies of the charted positions of the salient points, and from the proximity of the magnetic pole, with the consequent effect on compasses.

As the whole of the Hudson bay chart appears to be more or less in the nature of a sketch or running survey, great caution would naturally be exercised by the ship masters in making land.

From my experience on this voyage, the land and islands are in some cases fifteen to twenty miles out of longitude. This may be modified when I have reworked the many observations taken, but in any case it would be unwise to attempt to make any land except in daylight and clear weather.

The Button islands, southern shore of Gray strait, and the land between Cape Prince of Wales and Digges island, as shown on chart, bear little resemblance to the

actual coast. King and Joy islands do not exist, and Charles island lies much closer to the mainland than the chart shows.

I would have endeavoured to run a line of soundings on the outward voyage, but having a schooner in tow, and being so beset by ice, this was impossible. When able to do so on the return from Port Nelson to Cape Digges, I ran an almost continuous line, soundings being taken at intervals of 10 miles in deep water, and 5 miles in shoaler water.

COMPASSES.

As regards the great 'bugbear' of Hudson Bay navigation, the reported local attraction and inaccuracy of the compass, I found nothing to justify this evil reputation. In one or two places only, and when in close proximity to the high land (Cape Chidley and Cape Digges, for instance) I found a deviation of two or three degrees from the normal. Whilst in southern waters, Halifax and Strait of Belle Isle, I had very carefully adjusted the compass of the *Stanley,* which was excellently placed as far as the ship's magnetism was concerned, and had reduced the error due to ship to such small amounts that almost the whole of the compass 'error' found by observation in the bay could be accepted as due to variation, as opposed to deviation.

Being exceptionally fortunate in having clear sun and stars, my observations for error were almost hourly, and showed that the change of variation, though rapid, was normal, but the lines of variations will not quite agree with those shown on Admiralty charts. For instance, the line of 'no variation' lies about 30 miles east of that shown on chart. As stated above the proximity of the magnetic pole (and consequent small value of horizontal force) renders the needle sluggish and an alteration of a few degrees in direction of the ship's course is not immediately shown by the compass.

As the chart stands at present, continuous observations for compass errors are necessary. This is only in accordance with the ordinary practice of seamen, and I think that when the lines of equal variation have been correctly charted (and positions rectified) no more difficulty will be found in the navigation by account than is experienced in the approaches to the Gulf of St. Lawrence, where the rapid change of variation necessitates hourly alterations of the course.

It may be remarked that a liquid compass was found to be almost useless, especially in the western portion of the bay.

TIDES AND CURRENTS.

As far as could be observed from the high water marks along the coasts passed, the H. W. F. & C., was much as shown on chart. The many deviations from the course, made necessary to avoid ice, prevented any reliable data being obtained as to the set of the currents, except that, as would be expected, a strong tidal set was felt in and out of the bays and indentations of the coast. In Gray strait the Spring tides are so strong that it is advisable to time the approach to pick up a favouring stream.

PORTS NELSON AND CHURCHILL.

Until the results of the detailed surveys are in, it is difficult to give an unprejudiced opinion as to the relative values of Fort Churchill and Port Nelson as ports, and I can only take the point of view of a master of a vessel making these places for the first time without local knowledge or pilot's assistance.

When making Port Churchill, having obtained good sights for latitude and longitude at 5 p.m. and later picking up soundings, I proceeded until 11 p.m. when the distance being run down, I hauled to the southward for the port. Fog came down

and I anchored for the night. When the weather cleared about 10 a.m. the following day, the beacon at the entrance to Churchill harbour was seen, the harbour easily entered and a comfortable anchorage picked up.

I give this detail to show the facility with which the port can be made.

Churchill harbour, although of not very great extent as it at present stands, appears to me to be adapted to easy enlargement, the eastern shore having good water close to. The entrance is narrow and I do not imagine any sea could get up that would inconvenience loading operations alongside wharfs, but the heavy tide and current from the Churchill river running against a strong breeze makes boat work difficult at times.

The land in the vicinity of Cape Churchill is rocky with stunted trees, the highest part of this land being about 100 feet above H. W.

The dangers shown on Admiralty chart No. 863 as being off Cape Churchill are locally stated to be much nearer the land.

Having left Churchill on July 27, I proceeded to Nelson roads.

The land in the vicinity of Cape Tatnam and the western shore is very low, the summit of the trees being certainly not more than fifty feet above H. W. The ground on the approach to Port Nelson or York roads was found to be very foul.

Four fathoms of water was picked up with no land in sight, and eventually anchored in nine fathoms in a position where the trees were only visible from aloft, and a beacon which is situated near the entrance to Hayes river and the summit of which is 80 feet above H.W., was just visible from the ship at a height of 40 feet above the water. Although only 80 feet high this beacon can be seen some time before any other sign of land is visible.

The day following my arrival, I ran with a launch to Hayes river and found that a drying flat of sand and boulders, extends about three miles from the shore, less than 18 feet of water for a further four miles, and less than 30 feet for an additional three or four miles.

The current from the Nelson and Hayes rivers is very swift, a great volume of water being discharged into Nelson roads. When this current combines with an ebb tide and sets against the heavy northerly gales which prevail here in August and September, a very bad sea is raised, especially, as may be imagined, inside the five fathom line of sounding. The Hudson Bay vessels have found much difficulty in making, and holding, their positions in Nelson roads and on more than one occasion have been obliged, after waiting some days for favourable conditions, to abandon all idea of discharging. They have then carried their cargoes on to Churchill, from whence it had to be drawn by dog teams during the winter. The usual procedure for the Hudson Bay vessels is to close the land as much as possible on the rising tide, and on their signals being observed by officials ashore, to steam out and anchor at a distance of about 18 miles and await the boats.

In August, 1909, one of these vessels experienced a northerly gale of 48 hours duration, during part of which time she was steaming full speed with both anchors down, with a heavy sea breaking on board. After remaining in the vicinity for ten days, and being unable to work, she proceeded to Churchill and there discharged her Nelson cargo.

After leaving Port Nelson anchorage I sounded my way out to the northeast and carried good water for some miles until, at an estimated distance of from 12 to 15 miles from Cape Tatnam, I suddenly picked up 10 fathoms and thought it advisable to haul due north. The ground in the vicinity of Cape Tatnam is reported locally to be as foul as that on the western side of Port Nelson.

As a result of Mr. Bachand's survey at Port Churchill, I beg to offer the following report:—

'Churchill harbour is situated in latitude 48-56-10 N. and longitude 94-10 W. and about the middle of the west shore of Hudson bay.'

The approach to Churchill harbour is very well marked and comparatively easily picked up. The first landfall (approaching from Hudson strait) is Cape Churchill, which stands well out from the low west shore and contrast to the shore south of it, may be approached to within a comparatively short distance. From this Cape to the Harbour is a distance of 35 miles and a vessel may keep close enough to have the shore in full view until Eskimo Point and beacon at the entrance are made out.

This clear approach is important and in marked contrast to the approach to the whole shore from near Cape Churchill to James bay, which is fronted by a shallow band many miles wide.

The entrance to Churchill between the 18 foot contours is 1,100 feet wide and has as much as 90 feet of water in it with not less than 6 fathoms outside.

The harbour itself is in two parts, outer and inner, but the latter is so shallow as to be useless and injurious to the former, in that it furnishes a large area in which water is stored during flood tide to cause strong currents through the entrance at ebb tide.

The outer harbour or harbour proper is about 3,000 yards long north and south with an average width of 2,000 yards giving an area of one and a half square miles most of which, however, is very shallow. The area of water over 18 feet deep inside the entrance is about 1,600,000 square yards or about half of a square mile. The anchorage space is therefore not suitable for more than three or four vessels.

The east shore of the harbour is a long narrow point not over 40 feet high tapering from 3,000 feet at the inner and to a small rock at the entrance. For a distance of 6,000 feet from the entrance this point is fronted by a shallow band and a lane of water 700 feet wide over eighteen feet deep. If this harbour should be selected this would give an excellent site for sufficient slips and piers for a large traffic.

The west shore of the harbour is another point about 8,000 feet wide and terminating in a small island and the remains of old Fort Prince of Wales. This point is not considered so suitable for wharfs, piers and ships or railway yards.

Not being provided with the necessary apparatus, no borings of the bottom were taken, but as far as observed it is silt from the river.

TIDES.

The range of the spring tides is about 15 feet and the water rushes through this entrance with a velocity of 6 miles per hour on the ebb tide and 2½ miles per hour on the flood. As remarked in the beginning of this report the inner harbour is very large and allows a large volume of water to be impounded furnishing a supply that must escape during the ebb and cause heavy currents. The harbours might be separated by a dyke and thus provide a wet basin above and cut off the supply for the strong currents at ebb tide.

SHELTER.

The entrance being narrow, no sea of any consequence can come in, but when northerly to northeasterly gales blow, some sea strikes the west shore for a short distance inside the entrance and creates an uncomfortable condition for vessels anchoring off the R.N.W.M.P. post, particularly with the ebb tide. A vessel anchoring closer under the eastern shore experiences little inconvenience from sea or tide, and in the situation suggested for the wharfs and piers a vessel would suffer none. The high winds will, of course, be felt as the shores are comparatively low and void of trees.

ICE.

In 1910 floating ice first appeared from the river on October 15, and the harbour was closed on December 5. The survey party reached Churchill on July 25, and

no ice was seen afterwards; first snow appeared on September 9, but the season was reported to be an unusually short one.

As a result of Mr. Parizeau"s survey at Nelson river I beg to offer the following report:—

Port Nelson is situated approximately in latitude 57-03 north and longitude 92-35 west, or about 120 miles south of Port Churchill.

The work on the survey of Port Nelson was carried on during the season of 1910 from the three-masted schooner *Chrissie G. Thomey,* purchased in Newfoundland especially for the work. It was in command of Mr. H. D. Parizeau, who was assisted by Mr. R. F. Fraser. The crew consisted of Captain Thos. Gushue of Brigus, Newfoundland, and nine men.

Mr. Parizeau and party left Halifax on June 27, under orders to meet the steamer *Stanley* at Port Burwell and be towed to destination. The meeting took place on July 19, and the two vessels reached the outer anchorange off Port Nelson on July 28.

On the trip heavy ice was encountered and the vessels were unable to call at Ashe inlet for magnetic observations as intended. A track was, however, discovered along the south side of Hudson strait close to land and the bay entered on the 22nd. Across the bay heavy ice was found until within 70 miles of Port Churchill, after which no trouble was experienced.

At the present time anchorage is taken up at a great distance from shore. The Hudson Bay Company ships run in as close as possible on the high water to signal the post at York Factory and when seen they leave and anchor about 18 miles from Point Marsh.

Last season when approaching Nelson river to put the schooner on the station for her work, the steamer *Stanley,* with her in tow, ran into shallow water (4 fathoms) then moved out to 9 fathoms and fixed her position as 10 miles from land where nothing could be seen from the deck and only a few trees on the beacon on Marsh Point from the crow's nest.

After becoming acquainted with the locality and procuring a pilot the schooner was piloted at high water to an anchorage just off the position selected for the outer railway wharf.

Owing to the great difficulties encountered very little surveying that can be placed on paper was done. The greatest labour was necessary to get ashore with material for signals and owing to the low beach these had to be large and high that they might be seen a few miles off. The winds and seas were very heavy and in the exposed situation working from even a large well covered-in launch was impossible.

If very little of a definite nature was ascertained, a god deal of information that will be of material assistance next season was obtained.

At a point 15 miles from the beacon on Marsh point and the same distance from Sam's creek, there is a depth of only ten fathoms. The water towards the river gradually shoal and the river channel deve'ops until at a point midway between Marsh point and Sam's creek, a bar is reached over which not more than 21 feet can be carried. Here the channel at low water is about 600 yards wide, the banks on either side drying at low water. Inside, the channel deepens again and continues for seven miles to the position selected for the outer wharf, where only 17 feet water can be found and the channel is about 600 yards wide.

Observations for tides show that springs rise 16 feet and neap 10 feet, and the tides flow and ebb at from 2 to 3 knots.

Of course, this information is all gathered from cruising about in bad weather, when circumstances made it impossible to fix one's position for transfer to paper and when the survey work is completed it may have a different appearance.

There is one thing certain that the survey is no child's play, the roadstead is exposed to every wind that blows and every sea that runs, the currents and cross currents are strong, the shore so low that nothing can be seen from boats and all locations must be determined from the previously ascertained position of the ship.

Ice began to form, coming down the river on one tide and up on the next, on October 31, and gradually became worse, each day making navigation more hazardous.

Until further and proper definite information is obtained, no opinion can be expressed as to the suitability of this port for a terminus.

On September 12, it was decided to send the schooner to Halifax and continue the work from camp until the ice would render moving about dangerous.

The schooner therefore sailed, arrived at the western entrance to Hudson strait on the 15th, and at the eastern entrance on the 21st, having experienced strong gales and snow storms and thick weather, almost all the way. Twelve icebergs were seen off Ungava bay. The vessel reached Brigus, Newfoundland, on October 7.

The survey party including Mr. Parizeau and Mr. Fraser remained at camp until January 20, when they left for Winnipeg by dog train and arrived in Ottawa on March 4.

During the year the following new charts have been issued:—

No. 103.—Copper island to Lamb island.
" 98.—Goderich harbour.
" 202.—Razada island to White island.
" 203.—Approaches to Saguenay river.
" 303.—Tree Bluff to Kinahan island.
" 21.—Quebec harbour.

A second edition of the following charts was also issued during the year:—

No. 1.—Montreal to Long Point.
" 11.—Three Rivers to Becancour.
" 15.—Cape Levrard to St. Emelie.
" 16.—St. Emelie to Deschambault.
" 101.—Head of Thunder bay to Pigeon river.
" 102.—Lamb island to Thunder cape.
" 301.—Prince Rupert harbour.
" 50.—Lake St. Louis.

I have the honour to be, sir,
Your obedient servant,

WILLIAM J. STEWART,
Hydrographer, Department of the Naval Service.

File No. 4482A—36.

October 25, 1911.

Mr. W. A. Bowden,
Chief Engineer,
Department of Railways and Canals,
Ottawa.

Dear Sir,—I beg to submit the following short summary of this season's operations, the reports from engineers in the field coming to hand a few days ago.

On the portion from The Pas to Thicket portage a party has been working all summer with such good results that the final location distance is now only three-tenths of a mile longer than the theoretical air line distance, with curvature averaging less than one degree per mile, the quantities being reduced to about 10,000 cubic yards per mile, and a considerable reduction in bridging as well. A very marked improvement has also been made in the rise and fall of the grade line. Taken altogether the season's work has probably reduced the cost of this section by $300,000.

From Thicket portage a second party has been working on the heavy section from that point to a few miles beyond the Nelson River crossing, a distance of about seventy-five miles. A new preliminary line was run with the object of reducing if possible some of the heavier portion of this work. This has been largely done, and it would seem as though the only work which can be classified as heavy over the whole line will be reduced now to about twenty miles in all.

Further examination of the Churchill route has also been made with the result that the junction point will now be about the 300th mile from The Pas. This new route removes the heavy work and grades from the Churchill route and only increases the distance about fifteen miles.

A more detailed report on this point will follow shortly.

The located distances are now as follows:—Nelson, 415 miles; Churchill, 502 miles.

On the McArthur contract some ten or twelve miles of clearing has been completed, some ditches and drains constructed and a little grading done, the total probably reaching between $7,000 and $8,000.

I would be obliged if you would find out as soon as possible what is to be done with the two resident engineers' parties north of The Pas.

Yours truly,

(Sgd.) J. ARMSTRONG,
Chief Engineer.

File No. 4482A—41.

DEPARTMENT OF RAILWAYS AND CANALS,
WINNIPEG, MAN., January 9, 1912.

Hudson Bay Railway.

Mr. W. A. BOWDEN,
Chief Engineer,
Department of Railways and Canals,
Ottawa.

DEAR SIR,—I beg to submit the following resume of the work on the Hudson Bay railway since the general report dated October 31, 1909.

The routes referred to in the above mentioned reports have been worked out in detail with revisions, and other suggested routes as well.

The location may now be said to be completed with the exception of some local revisions, some of which are now under way, and also the proposed line from the neighbourhood of Kettle river to Churchill.

The line proposed along the easterly side of Setting lake and the Grass river waters to rejoin the Churchill line at Big lake about mileage 295 of the Churchill route when run proved somewhat of a disappointment, although some improvement over the original line run on the westerly side of these waters. One of the principal drawbacks we found was the heavy bridging encountered at the crossings of the Grass river, the Burntwood river, and the Narrows of Assean lake, these three crossings totalling approximately $750,000. On the original line somewhat heavy work was met with between miles 120 and 300. On the new line via Thicket Portage this work was lightened somewhat, and reduced from 180 miles to about 130 miles. While the above work was in progress the work on the Nelson route across the same strip of rough country disclosed a much lighter and shorter piece of heavy work, this line confining the heavy work between miles 170 and 235, a distance of about sixty-five miles, and crossing Nelson river at Manitou rapids. A line was run from this route

towards Churchill designed to join about the 240th mile, crossing Nelson river a second time immediately east of Split lake, where a good crossing of Nelson river was obtained about 1,000 feet in length. The bridging on this route although involving two crossings of Nelson river is estimated to cost about $500,000 or $250,000 less than the route to the west of Split lake. The balance of the line has everything in its favour over the western line in curvature, grades, and cost of work. This line has not yet been extended to Churchill, but from reports of Mr. J. B. Tyrrel and other explorers it seems probable this line should be kept further east than the original line along the dotted projection shown on the accompanying map. It seems probable that lighter work will be met with here and grades so much better that they will more than offset the added fifteen or twenty miles of distance.

With a given tonnage to handle the train mileage will probably be less via the long than via the shorter line owing to the greater tonnage which can be handled per train.

The line from Manitou rapids to Port Nelson was found to be very favourable, the grades, curvature and cost will all be very light. The line was run to the eastern side of Port Nelson. An investigation is under way at the present time looking for the most feasible crossing of the Nelson river in case the north side is chosen. A line will be as easily built on the north side of the river as on the south side with the exception of another crossing of Nelson river and a crossing of Limestone river. It is expected that a report may be made on this portion of the line before the end of March coming. From this crossing of Nelson river at Kettle river a projection has been made to Churchill, but is only to be used in case Port Nelson is chosen as the terminus now, and some years hence a desire to also utilize Churchill may best be served by turning off the Nelson route at the point indicated. In case Churchill is chosen now undoubtedly the line to follow is the one crossing the Nelson river just east of Split lake.

The portion of the line located between The Pas and mile 120 has proven the most difficult portion to give a decisive opinion upon as to the best location. Work on this portion has been continuous and though considerable improvements have been made from time to time they have been entirely of a local nature. I do not think the final location in any place is a mile from the first preliminary line.

In July 1910, Mr. T. Turnbull was engaged to take a trip to Port Nelson particularly to look into the most suitable site for the proposed town. His report indicates that the north site is the better from a landscape point of view but that from a utility standpoint there is practically no difference. The question to be settled is whether the extra cost of harbour works on the south side is as great or greater than the extra cost to the railway of crossing the Nelson and Limestone rivers to reach the north side. As noted above, information as to this will be available before the end of March.

As to railway terminals, the ground on either side is well suited for such works, both as to area available and situation with regard to docks, &c.

Terminal room can be had at Port Nelson for all the roads in Canada if necessary.

At Port Churchill the room for terminals at all convenient to possible dock sites is not satisfactory. The west side of the harbour is entirely out of the question and the area on the east side very inadequate if any considerable development is required.

The location as it stands at present leaves the distance to Port Nelson as 418 miles and to Port Churchill *via* the east side of Split lake as 498 miles. It is altogether likely that further changes or revisions may be made from time to time, but will be entirely of a local nature and will not materially affect these distances.

The theoretical air line distance from the Pas to Port Nelson is 412 miles and the chained location distance 418 or 1·5% over the air line.

Comparison of routes.

For the purpose of the comparison of routes it is assumed that traffic for 3,000 trains per year will eventually develop, divided into 1,800 trains running towards the bay and assuming a lighter tonnage from the bay the trains have been set at 1,200 making the total of 3,000 trains. The above assumes grades of four-tenths of one per cent both ways. On the first line to Churchill it was found necessary to adopt six-tenths grades against south bound traffic in order to get reasonable work over the 150 miles division next to Churchill, thus reducing the tonnage per train by about one-third, converting the south bound 1,200 trains into 1,600 or an additional 400 trains over 150 miles equal to 60,000 extra train miles per year. On the route via the east side of Split lake the whole 3,000 trains will have to pass over 20 additional miles equal to 60,000 train miles per year leaving the two lines equal as far as train mileage is concerned, but leaving in favour of the eastern route a cheaper line to construct and the generally more satisfactory operating conditions over a line with easier gradients.

Comparing the Churchill route and the Nelson route it can now be taken that grades, curvature and cost of construction per mile will be approximately the same over both routes, and need not be taken into consideration, leaving the question of distance the only one to be considered.

In the report of 1909 attention was called to the problem of building across the 75 miles of tundra into Churchill and the probable difficulty that will be met with during the winter months with snow. No engineers have yet been met with who have had sufficient experience with this class of material to be able to give a reliable opinion on this question, such advice as has been tendered has been given by those who have no knowledge of the subject whatever. Some engineers have been met with who have had experience with very short stretches of similar material and its behaviour was precisely as feared. While short stretches of 1,000 feet or even a mile may be overcome easily, a continuous stretch of 75 miles is a more difficult problem.

The additional distance of eighty miles to Churchill is sufficiently great to make it necessary to add another train division to the line thus directly affecting all the items which go to make up the cost of running a train a mile, viz: track maintenance, repairs to rolling stock, train wages, fuel, cost of maintaining and operating terminals, structure, etc., hence it will be necessary in comparing the routes to use the full cost per train mile which would not be necessary if the distance were small enough to be measured in feet or a very few miles.

In the following comparison the cost per train mile used is $1.75 made up of cost of operation put at about $1.30 per train per mile, a charge lower than given by either the Department of Railways and Canals or the Interstate Commerce Commission. To this has been added 45 cents per train mile to include the interest on the cost of construction of equipment. In other words for every train run a mile over the road $1.75 will have to be collected from the public in order to pay all charges. The annual statement of the Canadian Northern Railway issued in December, 1910, gives the operating expenses per freight train mile as $1.50 to which has to be added fixed charges which will make their total charge more than $1.75. The gross earnings per freight train mile are given as $2.59 and for all trains slightly over $2 per train mile. In other words for every train the Canadian Northern ran a mile, more than $2 was collected from the public and in the case of freight $2.59. The figures for the Canadian Pacific Railway and other roads are not at hand just now but are now very much different from the above.

Thus you will see that if expenses are held to $1.75 per train mile it probably means the lowest rates in Canada to the public.

On the basis of 3,000 trains per year the following then appears to be the minimum which it will be necessary to collect from the public:—

CHURCHILL ROUTE.

Distance.	Trains.	Train Miles.	$1.75 per train mile.
500 miles.	3,000	1,500,000	2,625,000

NELSON ROUTE.

420 miles.	3,000	1,260,000	2,205,000

In favour of Nelson route.. .. .. $ 420,000

From the railway end of the problem it is apparent that a minimum of $420,000 per year will be saved to Western Canada by the selection of Port Nelson as a terminus. If the charge of $1.75 per train mile is found too low or the traffic is greater than 3,000 trains per year the difference in favour of the Nelson route will be found still greater.

Another way to illustrate is as follows:—

Cost of operating railway to Churchill per year	$2,625,000
Assume cost of terminal development at $10,000,000 at 4%	400,000
Total cost of the route to the public per year..	$3,025,000
Cost of operating railway to Nelson per year..	$2,205,000
Assume cost of terminal development at $20,000,000 at 4%	800,000
Total cost to the public per year..	$3,005,000

I do not know what the final results of the Naval Service investigation of Port Nelson shows, but they must have found a very bad place if the above figures are overcome.

(Signed) JOHN ARMSTRONG.

DEPARTMENT OF RAILWAYS AND CANALS,
HUDSON BAY RAILWAY.
WINNIPEG, MAN., January 23, 1912.

Mr. W. A. BOWDEN,
Chief Engineer,
Department of Railways and Canals,
Ottawa.

DEAR SIR,—I am presenting herewith for your consideration a few of the points in connection with the selection of a terminus for the Hudson Bay Railway.

At the present time the three provinces of Manitoba, Saskatchewan and Alberta are exporting about 150,000,000 bushels of grain, besides other products. The three present railway systems are taxed to their utmost to prevent congestion during the season when these 150,000,000 bushels are being moved, and in spite of their efforts many local cases of congestion still occur. It is variously estimated that when the available area of these three provinces are brought under cultivation there will be a crop of from 600,000,000 to 800,000,000 bushels, thus making it necessary to further enlarge the capacity of the present transportation systems and provide other new ones.

The Hudson Bay Railway route is one of these new outlets for western produce and in order to fulfill the object of this route so that the greatest possible benefits may

be had from it a careful consideration must be given to the terminus at the bay as well as to the railway portion of the route.

The greater portion of the traffic over this route will be of a low grade, consisting largely of agricultural products exported, and coal and manufactured products imported; a traffic producing a large tonnage but requiring the lowest possible freight charges against it.

Another object is the local development of the country passed through, and the development of the resources of the bay itself, requiring the route to pass through the country most susceptible of improvement and the selection of a port which will give the longest possible season to carry on development operations. Under the most favorable conditions this season will be short and the port should be chosen with a view to taking advantage of every possible day available.

A further consideration must also be given to an alternative route via James bay to Quebec, the following figures being of interest relating to this route:—

	Rail.	Water.	
Saskatoon to Port Nelson	650		
Port Nelson to Hannah Bay		750	
Hannah Bay to Quebec City via Quebec & Lake St. John Railway	550		
Total	1,200	750	= 1,950 miles.
Saskatoon to Fort William	900		
Fort William to Parry Sound		500	
Parry Sound to Montreal	380		
Montreal to Quebec		180	
Total	1,280	680	= 1,960 miles.

This route from Saskatoon via Hudson bay to Quebec city is open probably quite as long as the Great Lakes route, provided the port selected is available for that length of time. The rail haul on this route may be further shortened if Chicoutimi may be used as a terminal.

The term 'Port' usually includes roadsteads, entrance channels, harbours, docks, accommodation for railway terminals, and equipment for the exchange of freight between rail and water.

The term 'Harbour' signifies only a place of shelter for shipping without any terminal development, and it is only one of the many points to be considered when discussing the port or terminus. Natural harbours are sometimes found but natural railway terminals, docks, port equipment &c., never. By far the greater portion of all great ports is artificial.

In considering the cost of water transportation as compared with land transportation the following rule has been given: That it will cost as much to carry 50 tons by vehicle as 500 tons by rail or 5,000 tons by steamship. It will be seen, therefore, that one of the principle objects to obtain is a port as near as possible to the centre of business.

The ports of Antwerp, Hamburg, London, Liverpool and Glasgow are examples of the influence of geographical position upon the success of a port. None of these ports owe their success to natural harbours but to their convenient situation for the collection and distribution of freight.

Coming nearer home we find Halifax with one of the finest natural harbours in the world unable to compete with the geographical position of Montreal. Although is took many millions of dollars to do it, it was found advantageous to come to Montreal and pass the much finer natural harbour of Quebec only 180 miles away.

Briefly stated the problem is as follows: The Hudson Bay railway traffic will be made up largely of a great volume of heavy or bulky freight, the chief consideration in the handling of which is an economic port fitted with freight handling devices that will enable a large quantity of freight to be handled in the least possible time, large storage areas for the collection of this freight as near as possible to the ship's side, and with the best possible railway communication to the centres of production and consumption, calling for the best possible grades, distance and ease of operation, and, in order to get the best possible out of local development, a port open to navigation as long as possible.

An examination of the western coast of Hudson bay shows only two possible places that can be developed along these lines, viz.: Port Churchill and Port Nelson, other possible ports being eliminated from consideration owing to the long rail haul to reach them.

Port Churchill is situated at the mouth of Churchill river in latitude 59° approximately. The area available for townsite and railway development was found to be very inadequate. The western side of the lagoon is practically impossible to railway development and the area on the eastern side very restricted.

At the present time the area required for terminals used at Fort William and Port Arthur is about 650 acres. Such an area cannot be had except at very great expense at Port Churchill in less than three or four miles from the present harbour. The most suitable area for railway terminals is situated about six miles from where any possible harbour development could be undertaken at the present time.

The most direct rail route from The Pas to Churchill gives a distance of 477 miles but involves considerable heavy construction work, heavy curvature and unsuitable grades. A more satisfactory line has been found further east greatly improving the cost of construction, the curvature and the grades, although increasing the distance to 500 miles.

Port Churchill has often been spoken of as a fine natural harbour. This may be true for a very limited number of ships, two or three, but keeping in view of the object of this route it may be said to be no harbour but rather a breakwater. The basin in which ships could ride in shelter behind this breakwater would practically all have to be dredged out, and every indication is that this would have to be done in solid rock.

The water at the entrance to the harbour is very deep and allows the full strength of the ocean swells to enter, thereby creating a surge throughout the harbour which may somewhat inconvenience a ship loading at a dock.

At ebb tides the currents are very strong, rendering it impossible for anything but strong powered ships to enter the harbour. This strong current also creates a serious condition of affairs when the harbour is full of ice. When the heavy ice begins to break up in the spring and commences to run back and forth in the harbour at the rate of six or eight miles per hour it is evident some extra substantial form of construction will be necessary to withstand this.

It is also reported on good authority that Churchill harbour is sometimes blocked by Arctic ice for a period during the summer.

The Hudson Bay railway party stationed at Churchill during the winter of 1908-9 found that although the harbour was cleared of ice in June the pack remained close off shore until July 15, preventing their return to Nelson until that date.

Local development will largely be carried on by sailing ships and small steamers which during the summer of 1909 at any rate could not have begun operations before July 15.

The following table showing the opening and closing of navigation at Churchill is by Mr. J. B. Tyrrell and published by the Geological Department in 1897.

—	Open.	Closed.	Length of Season.
Average	June 19	Nov. 18	5 months.
Earliest	" 5, 1863	" 1, 1837	
Latest	" 2, 1866	Dec. 4, 1861 and 1885	
Longest season			5 mos. and 18 days, 1846.
Shortest "			4 " 8 " 1838.

The Churchill river while it may be valuable as a source of power is not likely to ever furnish a means of communication inland by water.

Port Nelson is situated at the mouth of Nelson river in approximately latitude 57° and about eighteen miles from the better known Hudson bay post of York at the mouth of Hayes river.

The area available for townsite and railway terminal development was found to be practically unlimited on either side of the Nelson river or on both sides. Some drainage would be required but could be easily done. Outside of this the situation is entirely satisfactory both from the standpoint of cost and convenience. The rail haul from The Pas is 420 miles with easy curvature and maximum gradients of $\frac{3}{10}$ of 1 per cent both ways.

Near the mouth of the river at Beacon point a shoal or bar exists where the depth of water falls to about 17 feet at low tide although a narrow deeper channel appears to exist at either side. Inside the bar the water deepens to as much as 90 feet and a depth of 22 feet may be carried for upwards of twelve miles from Beacon point. Beyond this the water shoals to 19 or 20 feet at the proposed dock site some fifteen miles from Beacon point.

With the channel properly buoyed and marked any ship likely to come to Hudson bay may safely enter Nelson river drawing from 22 feet to 24 feet of water for 18 hours out of 24.

Considerable dredging will be required in the channel near the proposed docks and to provide a turning basin and anchorage for loading ships. If the route is successful it will probably also require the dredging of a channel through the outer bar and the removal of some shoal spots in the inner channel.

The material to be dredged is clay and can probably be done by suction dredges at a very low cost.

A breakwater will be necessary for the protection of small craft but at the present time ocean going ships would find the anchorage good without the breakwater. The large ocean waves or swells break on the outer bar outside of Beacon point, and although under certain conditions of tide and wind a nasty sea may arise inside, it is probably only a surface agitation as distinct from deep sea waves and will probably only trouble small craft.

At ebb tide the strongest currents are about $3\frac{1}{2}$ miles per hour.

No signs of ice shoves can be found. The Hudson Bay Railway survey party stationed at Nelson during the winter of 1908 to 1909 found the channel open up to the proposed dock site all winter. Some loose ice drifted up and down with the tides but did not jam. In the spring of 1909 the river was clear of ice as far as Flamboro head by May 1, the immense volume of water discharged by Nelson River carrying it well out to sea, so that during the summer of 1909 at any rate the smaller sailing ships and steam craft would have been free to carry on local development work from about May 1.

From the Hudson Bay Company's records at York Factory, and other reliable authorities, it is apparent Port Nelson will be available for at least 7 months each year, and possibly eight months in favourable seasons.

Port Nelson is situated at the mouth of one of the largest rivers in the world, and one which some day may be converted into a highway for ships into the interior. The following comparison with the proposed Georgian Bay canal may illustrate this better than any other method:—

Distance from Lake Winnipeg to Hudson bay via Nelson river	410	miles.
" Georgian bay to Montreal	440	"
Number of locks required via Nelson river	23	"
" " " Georgian bay canal	27	"
Highest single lift via Nelson river	45	feet.
" " " Georgian bay canal	60	"
Total lift Hudson bay to Lake Winnipeg	700	"
" " Montreal to Georgian bay	760	"

On Nelson river no problem of a sufficiency of water to get over a watershed will be met with as the full flow of the river is available from the commencement.

In a recent report of the Conservation Commission the estimated available horse-power of the rivers of Canada was given as 16,000,000 one-third of which, or over 5,000,000 horse-power, being credited to Nelson river.

With this brief resume of the essential points in connection with the two harbours, and keeping in view the definition of the problem to be considered, the following comparison may be made:

The area available for terminal development at Churchill is very restricted, and expensive to improve unless selected six miles from the dock-site.

The area available at Nelson is unlimited and easy to improve and available at any point most desirable.

The area available for docks at Churchill is very small, and at the present time suitable only for ships not drawing over 18 feet of water. Indications are that the deepening of this area and further extensions may require to be made in solid rock at great expense.

The area available at Nelson is about eight miles on each side of the river, or a total of sixteen miles of dock frontage. A large amount of dredging to be done for harbour basin, slips and channel, but in material which can be handled by suction dredges. This is usually done for 7 cents to 10 cents per cubic yard. Allowing for the great distance Nelson is from outfitting points the cost of this dredging should not exceed 25 cents or 30 cents per cubic yard.

The harbour at Churchill is protected by a breakwater, but owing to the deep water at the entrance a certain amount of swell occurs throughout the harbours during bad storms.

Port Nelson will require the construction of a breakwater to shelter small craft, but even at the present time the dock site is so far inland as to be free from any sea which might inconvenience an ocean going ship. It is not intended to convey the impression that the swell at Churchill is a serious drawback. Churchill has always been described as a perfect harbour, but as a matter of fact as far as ocean going ships are concerned when once in Nelson they are quite as well if not better situated than at Churchill to ride out a storm.

Churchill Harbour is swept by very strong and dangerous currents, so much so that the captain in charge of the *Stanley* for the Department of the Naval Service suggests the construction of a dam across the harbour in order to better this condition. The only suitable site for this dam would require one a mile and a half long, and the cost of constructing this dam would appear to about balance the cost of constructing a breakwater a mile and a half long at Nelson.

This dam would also mean the diverting of the Churchill river across the middle of what has already been described as an unsuitable site for railway terminals.

The best authorities on the length of open season at Churchill and Nelson places that of Churchill at an average of about five months, sometimes falling to a little over four months, with occasional ice blockades during the summer months, at any rate serious enough to interfere with the smaller variety of sailing ships and steam craft.

The same authorities place the open season at Nelson at not less than seven months and possibly eight months in favourable seasons.

The crux of the situation heretofore has always been considered the length of season Hudson straits can be used. This is variously estimated to be from 3½ months to seven or eight, and probably lies somewhere between the two. It thus appears as though Churchill harbour may not always be open as long as the straits. Port Nelson undoubtedly is available at any time a ship can pass through the straits, and no doubt will be available for ships engaged in local development for at least two months longer than Churchill.

From the foregoing it would appear as though the only advantage which Churchill might claim is a ready made breakwater, the advantage in every other respect lying with Port Nelson. With this breakwater at Churchill it is likely that the initial work there may be easier than at Nelson.

Development to handle 5,000,000 or 10,000,000 bushels of grain might be easier at Churchill than Nelson, but if this route is to have any appreciable effect upon the transportation problem of the west, provision must be made to handle not less than 50,000,000 or 60,000,000 bushels, and that in the short time of 60 days or threreabouts. Works and equipment for such a traffic can be much more readily obtained at Nelson than at Churchill.

There is no doubt but what the present exposed situation of Nelson may occasion more or less physical discomfort or inconvenience in the initial stages of the work, but to one who can ignore that and keep only in view the ultimate utility of the route, there seems to be no other course than to recommend Port Nelson as the terminus.

J. ARMSTRONG,
Chief Engineer H. B. Ry.

RETURN

(104)

To an Order of the House of Commons, dated the 17th of January 1912 for a copy of the Report of the Board of Engineers appointed for the reconstruction of the Quebec Bridge, and of the plans and specifications prepared by them; of all notices calling for tenders; of all tenders received; of the report of the Board on the same, collectively or individually, to the Minister of Railways; of the report of the said Minister for the acceptance of tenders, and any Orders in Council awarding contracts for the building of the said bridge.

W. J. ROCHE,
Secretary of State.

Ottawa, 2nd of February, 1912.

[Copy file No. 11331-485.]

Department of Railways and Canals.
Board of Engineers, Quebec Bridge.

Montreal, January 29, 1912.

Dear Sir,—In reply to your request of the 19th instant, I am sending you plans and specifications, in duplicate, which were prepared by the Board of Engineers, for the calling of tenders. I am also sending the following reports, in triplicate:

Unanimous resolution dated May 2, 1910, approving of the Board's plans for the calling of tenders;

Unanimous report dated October 26, 1910, signed by the three members of the Board;

Majority report dated November 3, 1910, signed by Messrs. Macdonald and Modjeski;

Minority reports dated December 10, 1910, and January 20, 1911, signed by Mr. Vautelet;

Report of increased Board dated February 8, 1911, signed by Messrs. Butler, Hodge, Modjeski and Macdonald;

Unanimous report of Board dated March 14, 1911, signed by Messrs. Macdonald, Modjeski and Hodge.

This, I think, covers all the information required by the Order, as outlined in your letter of the 19th instant.

Yours very truly,
(Signed) C. N. MONSERRAT,
Chairman and Chief Engineer.

L. K. Jones, Esq.,
Secretary, Dept. of Railways and Canals,
Ottawa, Ont.

104—1

BOARD OF ENGINEERS. QUEBEC BRIDGE.

COPY *of resolution passed at a meeting of the Board held May 2, 1910.*

It is resolved that the plans and specifications for a cantilever design now completed be approved and submitted to the Minister for tenders and that in the event of a better plan being submitted by any of the bidders same shall be adopted.

(Sgd.) RALPH MODJESKI.

(Sgd.) H. E. VAUTELET.
WITNESS: (Sgd.) A. W. CAMPBELL.

MONTREAL, 2nd May, 1910.

WEDNESDAY, October 26, 1910.

SIR,—Your Board met in Montreal on Monday, October 10, 1910, to consider the plans sent by different companies for the Quebec bridge superstructure, and also copies of the tenders which had been made by the secretary of the Board.

These copies were compared on the following day with the originals, which were brought to Montreal by an officer of your Department.

A detailed statement in tabular form is enclosed.

Since that date the Board has been in session practically continuously.

After a careful study of the tenders received on the Board's design and on alternative designs submitted, amounting in all to thirty five different propositions, your Board has eliminated, as not acceptable, all but the following:

1st. Design No. V of the Board, with short shore arms and floating erection of the suspended span on high staging, tenders on which were submitted by all four firms.

2nd. Design "A" of the St. Lawrence Bridge Company, being different in outline from the Board's design and having the top chords built of nickel steel plates throughout.

3rd. Design "B" of the St. Lawrence Bridge Company, similar in all respects to Design "A", except that the top chords of the anchor arm are built of carbon steel.

4th. Design "C" of the St. Lawrence Bridge Company, similar in all respects to "B", with the exception of the top chords, which are designed with eyebars, instead of plates.

Classified for cost only, they are as follows:

1.	British Empire Bridge Co.....Board Design V.....	$11,025,566
2.	Pennsylvania Steel Co..... " " V.....	11,686,751
3.	St. Lawrence Bridge Co.....Design B.....	11,957,500
4.	" " ..... " A.....	12,153,500
5.	" " ..... " C.....	12,216,400
6.	Maschinenfabrik Augs-Nurn...Board's Design V..	13,230,050
7.	St. Lawrence Bridge Co..... " " V...	14,867,170

The cost as per specifications may be increased by 2 per cent and includes an amount of $118,500 to be paid to Messrs. M. P. and J. T. Davis for increased quantities of masonry in the anchor and short piers. The Pennsylvania Steel Company and the British Empire Bridge Company, according to their tenders, use a somewhat larger number of splices in the bottom chord than shown on the Board's plan. Your Board may later on recommend that their figures be slightly increased, in order to reduce the number of splices.

Your Board does not consider that it is within their province to report on the financial status and ability of the different contractors.

They beg, however, to submit the following notes:

British Empire Bridge Company, Limited.—This is a Company incorporated in Canada at a capital of $5,000,000. It was formed by the Cleveland Bridge & Engineering Co., Limited, of Darlington, England, and by the Patent Shaft and Axletree Company, of Wednesbury, England.

Our Chairman reported that he had visited the works of these companies. That the Cleveland Bridge & Engineering Company, at the time of his visit, was a modern bridge shop of about 12,000 to 16,000 tons annual capacity.

That the Patent Shaft and Axletree Company was one of the largest firms in England and that their bridge department was composed of two large main buildings. He could not judge of their equipment, as no bridge work was being done at the time of his visit.

The representative of the British Empire Bridge Company submitted photographs showing some of the bridges built by the parent companies, including a 500-foot arch over the Zambesi river at Victoria Falls, Africa.

He also stated that the Patent Shaft and Axletree Company had a capital of £1,500,000, with a reserve of £400,000 together with other reserves; that their stock was issued at £1 par value and was now selling at £3.

This company has no assets known to us except an accepted cheque for $500,000, which we assume to be in the hands of the Minister, and your Board does not know if the parent companies would become parties to the contract.

The British Empire Bridge Company state that they would establish works in this country, where all parts of the bridge, except the raw material, would be manufactured.

Pennsylvania Steel Company.—This firm is considered one of the strongest in the United States and has apparently very large assets.

Your Board has no doubt about their ability to build the bridge and fulfil all the conditions of the contract.

It is not quite clear how much, if any, of the shop work would be done in Canada. Transportation of large members from their present shops would be very risky.

Maschinenfabrik Augsburg-Nurnberg A.G.—Your Board does not know anything definite about this firm. It proposes to manufacture the bridge partly in Germany and partly in Canada, in connection with the Canada Foundry Company, Limited, of Toronto, in which case the same observation about transportation would apply to a much larger extent. They also state that they may decide later on to build everything in Canada.

St. Lawrence Bridge Company, Limited.—From information given by their representative, this is a company incorporated in Canada with a capital of $500,000, to be increased as need may be.

The Dominion Bridge Company and the Canadian Bridge Company each own one half the number of the shares, but neither parent company will become a party to the contract.

This company has no assets known to us except an accepted cheque for $500,000, which we assume to be in the hands of the Minister. The parent companies are very strong and very well known companies and there is no doubt about the ability of the men at their head to carry the contract to a successful issue.

Specifications.

The Maschinenfabrik Augsburg-Nurnberg A.G. does not ask any modifications of the specifications. They only state that no nickel steel material will be longer than 53 feet, which is acceptable to the Board.

The Pennsylvania Steel Company and British Empire Bridge Company discussed the specifications with the Board. A complete understanding, signed in each case by the representative of the company and the members of the Board, has been arrived at.

The St. Lawrence Bridge Company has asked for several modifications to the specifications. In the case of their tender on the Board's plans an agreement can probably be arrived at on the basis proposed, except on the question of eyebars. They propose to make further experiments on the manufacture of the eyebars, so as to come to an agreement with the Board

There have also been some modifications and additions to the specifications and contract form, asked for by all the bidders, such as customs duties, &c., for which your Board was not qualified to act and for which the contractors have been referred to you.

Your Board is of the opinion that it is possible to construct a bridge in accordance with either of the tenders received upon the Board's design No. V, which would make a satisfactory structure.

Your Board is also of the opinion that it is possible to construct a bridge in accordance with Designs 'A', 'B' and 'C' submitted by the St. Lawrence Bridge Company, which would make a satisfactory structure, providing that plans, details and material were made in accordance with the specifications of the Board, including modifications allowed to other bidders.

Respectfully submitted.

(Sgd.) CHARLES MACDONALD,
" RALPH MODJESKI.
" H. E. VAUTELET.

Hon. GEO. P. GRAHAM,
Minister of Railways and Canals,
Ottawa, Canada.

Copy.

QUEBEC, November 3, 1910.

DEAR SIR,—In reply to your request of the 1st November asking for a definite recommendation for the acceptance of tenders respecting the Quebec Bridge, probably it would be well to give a little history of the situation. The public possibly do not realize the immensity of the undertaking and only members of the engineering profession can fully comprehend it. Nothing of equal magnitude has ever been attempted. Every engineer in connection with it has felt an indescribable responsibility. Under the circumstances, it is not to be wondered at, but rather is a proof of the care they have exercised that differences of opinion should have arisen as to the best method of accomplishing this task.

When the members of the Board as originally constituted first considered this great project they knew it was the greatest work ever undertaken and they endeavoured to approach it with open minds. After very careful study they discovered that their views did not coincide on some points. Part of the Board were inclined to favour the double intersection principle, similar to that adopted in the famous Forth Bridge, while the other portion felt equally convinced that double inter-

section was not practical for such a structure. Studies were made along both lines, but neither party was convinced that their ideas were not the best. There being a divergence of view on this point, it was decided to advertise for tenders on the official plan prepared by the Chairman and Chief Engineer on the single intersection principle with the mutual understanding that while tenders were asked on this design, tenderers were to be allowed to present any other design they chose, which would be fully considered by the Board on an equality with the official design.

This decision was embodied in a unanimous resolution of the Board passed on May 2, 1910;—

'It is resolved that the plans and specifications for a cantilever design now completed be approved and submitted to the Minister for tenders and that in the event of a better plan being submitted by any of the bidders same shall be adopted.'

The advertisement for tenders consequently contained a clause embodying the principle of this resolution.

A full history of the tenders received appears in our former report. It will be seen that ten tenders were received for designs other than the official design, according to the advertisement, and they were considered, as outlined in a former report.

On close investigation of the alternative designs it was found that one, presented by the St. Lawrence Bridge Company, while designed on the single intersection principle, in a very practical way met all the demands that a portion of the Board had in their minds when they favoured the double intersection principle. It certainly is an original and happy combination, which embodies to a large extent the views of the advocate of each of the principles—single and double.

As stated in our former report, a bridge could undoubtedly be constructed on the official design, and once erected would be a substantial structure, but we are of opinion that design 'B,' in addition to providing for a satisfactory bridge offers features which simplify the erection and minimize, the risk to both life and property entailed in a work of such magnitude. This we consider of paramount importance. In addition to this we favour design 'B' for the following reasons:

1. The numerous temporary members, sub-trusses and other connections to the permanent members involved in the official design are all dispensed with in design 'B'.

2. The erection can proceed in a regular manner, the traveller being carried on the main members only and as it advances each operation is similar to the preceding one, which similarity greatly favours speed and safety in construction.

3. There are no members in the trusses that do not carry live load with the exception of two small struts over the centre pier.

4. There is less distortion and secondary stress as may be seen by comparing the Williot's Diagrams, showing in each case the deflections of the trusses for different conditions of loading.

5. The 'B' design admits of comparatively small stresses in the web members, thus rendering connections with the chords much more simple.

6. No pin holes are required in the chords as connections are made by means of gussets, thus evading loss of section by large pin holes and permitting the compression members to abut with half holes in gusset plates outside the chords. The absence of pin holes in the centre line of the chord permits the use of a centre diaphragm connecting the several leaves of the bottom chord and presenting a more symmetrical section than in the official plan.

7. By the substitution of riveted tension chords for eye-bars all risk and difficulty of assembling a double line of eyebars with the heavy inclined posts in the official plan is removed and the diagonal tension and compression web members are in practically the same vertical plane as the corresponding leaf of the upper chord, thus insuring a more direct transmission of stress.

8. All the heavy extras demanded by steel makers occur in the long and heavy web members of the official design. Owing to smaller stresses in the 'B' design these extras may be avoided, thus insuring less risk in the use of material which is beyond commercial limits.

9. The general appearance of design 'B' will certainly be appreciated from an æsthetic point of view, the large open panels and wide riveted members convey the idea of strength combined with economical distribution of material, which is the true test of scientific construction. A bridge constructed upon this design would compare most favourably with the highest type of long span bridges in existence.

We, therefore, beg to recommend the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B'. We do not wish to be understood as condemning any other design nor is this recommendation in any sense a reflection on any of the companies tendering, but we have arrived at this conclusion after a careful study of all the designs and conditions.

Respectfully submitted.

(Sgd.) CHARLES MACDONALD.

" RALPH MODJESKI.

Hon. GEO. P. GRAHAM,
Minister of Railways and Canals,
Ottawa, Ont.

MONTREAL, December 10, 1910.

SIR,—In reply to your letter of November 29, 1910, enclosing communication of my colleagues addressed to you and dated November 3, 1910, I beg to submit the following remarks:

The Board derives its powers from the following Order in Council, dated August 17, 1908, in which it is said:—

'They shall prepare a new design, together with a specification, working drawings, estimate of cost and all such things in that connection necessary as preliminary to proceeding with the work, and submit the same *to the Department of Railways and Canals for its actions thereon.*'

Owing to different views held by the members of the Board an agreement was arrived at in November and December 1909 that tenders would be received on the Board's plans and also on plans made by contractors, according to the specifications of the Board.

In accordance with said agreement an advertisement dated Ottawa, 24th November, 1909, was put in the papers by the Department, stating that:

'The contractor is invited to submit alternative designs *which must conform to the conditions laid down in the general specification.*'

Preliminary specifications were issued, dated January 1, 1910, in which we find

'Paragraph 6.—TENDERS. Tenders will be received on plans prepared by the Board, but contractors are invited to submit plans of their own, *made according to this and later specifications.*'

Complete specifications were also issued dated June 1, 1910, in which we find

Paragraph 4.—Contractors will be allowed to submit tenders on plans of their own or on modifications of the Board's plans, *but all tenders shall be subject to these specifications.*'

Finally an advertisement dated June 17, 1910, was put in the papers by the Department which states that:

(*a*) 'tenders will not be considered, unless made strictly in accordance with the printed forms.'

The printed forms (contractor's plans) state that the plans must be *in accordance with the specifications exhibited* and a foot note states that the specifications referred to above are those entitled 'Specifications for Superstructure' dated Montreal, June 1, 1910.

(*b*) That the deposit will be forfeited

'if the party tendering declines entering into contract for the work at the rates stated in the offer submitted and in accordance *with the terms stated in the form of contract accompanying the specifications.*'

In connection with the above, see form of contract, page 47:

'which said specifications and supplementary specifications, plans and drawings are hereby declared to be part of this contract.'

On October 26, 1910, a report was sent you signed by all the members of the Board, in which you were advised:

(*a*) that four tenders on plan No. V of the Board were acceptable.

(*b*) that tenders on plans 'A', 'B' and 'C' of the St. Lawrence Bridge Company would be acceptable 'providing that plans, details and materials were made in accordance with the specifications of the Board, including modifications allowed to other bidders.'

The last paragraph means evidently that the plans, details and materials were not, at that date, made in accordance with the specifications of the Board and did not come within the requirements of the Department as advertised by public notice.

The only tenders, therefore, acceptable to the whole Board and conforming to the requirements of the Board and Department, were the four tenders on plan No. V of the Board.

On November 1st you wrote me asking that the Board recommend which of the tenders mentioned in the report should be accepted.

At a meeting of the Board held November 2nd I submitted your letter to my colleagues. At this meeting the St. Lawrence Bridge Company's officials were present and submitted a special specification for compression members, which was entirely different from the specifications of the Board and which, if accepted, as will be shown later on, would result in the construction of a bridge much weaker than proposed by the Board. Later in the day my colleagues advised me that they had made up their minds to recommend the acceptance of the tender of the St. Lawrence Bridge Company on its own design and that, consequently, they would either send a majority report to the Minister, or ask that two engineers be added to the Board as provided for by the Order in Council. I suggested that the first course proposed by them be followed.

This recommendation was forwarded to you by my colleagues in a letter dated November 3, 1910.

On November 12th I answered your letter of November 1st informing you that I had nothing to add to the unanimous report of October 26th, 1910. My reason for doing so was that I have never understood, from the time I joined the Board, that the clause of the Order in Council quoted above, allows us to recom-

mend the acceptance of any particular tender. I have always understood that this clause in the Order in Council leaves the choice of the tender to be accepted, to the Department, and that the duties of the Board are only those of a technical adviser.

Conditions, other than technical, may affect the choice, such as financial status, honest performance of previous contracts, public interest, &c., which the Board is not qualified to judge of, and on which it cannot get information as readily as the Department. My understanding of said clause was confirmed by the fact that the tenders for the masonry were not submitted to the Board, nor was it asked to recommend to whom the contract should be given.

Referring to the first part of the recommendations of the Board in their report of October 26, 1910, I beg to submit the following remarks, in regard to design V of the Board:

(*a*) This plan has been accepted by all my colleagues. (Reports Nos. 11 and 15, and report of October 26, 1910.)

(*b*) Four of the best bridge companies of England, Canada, the United States and Germany have tendered on the Board's design, and, in accordance with Paragraph 8 of the preliminary specifications and Paragraph 5 of the final specifications, are ready to absolutely guarantee, with a deposit of one and a half million dollars, the satisfactory erection and completion, as well as the materials, construction, design, calculations, plans, specifications and sufficiency of a bridge built in accordance with this design.

(*c*) Amongst the tenders submitted on the Board's design No. V, one tender is $950,000 and another tender is $270,000 cheaper than design 'B' of the St. Lawrence Bridge Company, and the two tenders are respectively $1,200,000 and $250,000 cheaper than design 'C'.

(*d*) The English, American and German firms guarantee the completion of the bridge on design No. V of the Board, one year earlier than the St. Lawrence Bridge Company on their own designs 'A', 'B' and 'C'.

(*e*) The plan of erection I proposed for the suspended span has been adopted by all the contractors and will eventually save one year in the completion of the bridge.

(*f*) The tenders received on the Board's design and approved by the Board are as follows:—

British Empire Bridge Company..	$11,025,566 20
Pennsylvania Steel Company..	11,686,751 30
Maschinenfabrik Augsburg-Nurnberg..	13,230,050 10
St. Lawrence Bridge Company..	14,867,170 00

The first three tenders are well within the estimated cost sent to the Department on June 3, 1910, and which, for reasons given, ranged between $11,230,213 and $13,409,983.

(*g*) Plans and calculations of the Board's design are very complete and fulfill all the requirements of the Order in Council creating the Board. The estimated cost sent you on June 3, 1910, has proved correct.

(*h*) The design of compression members and connections has been thoroughly tested and the tests have given the most satisfactory results, as shown in the report sent you on August 1, 1910.

(*i*) Board's plan No. V complies with all the requirements of the Board and Department. From an engineering standpoint any of the four tenders on this plan could, therefore, be accepted by the Department, having been unanimously approved in the Board's report of October 26, 1910.

(*j*) Design No. V of the Board is stronger than designs 'A', 'B' and 'C' of the St. Lawrence Bridge Company, as will be shown later on.

Coming now to the letter of my colleagues dated November 3, 1910, I enclose a copy (Appendix 'A') having the paragraphs numbered for reference.

Paragraph 1.—I heartily agree with this part of the letter. The difficulties noted therein, and my desire to put all the facts before you are my only excuse for writing such a long letter.

Paragraph 2.—I beg to submit a few remarks on the question of single or double intersection, as follows:

During the early stages of the work a majority of the Board, composed of my two colleagues, favoured double intersection; a minority, composed of the Chairman, favoured single intersection.

I did not rely on my knowledge alone, but consulted on this point many well known engineers.

Amongst others the following, for one reason or another, favoured single against double intersection:

Mr. C. G. Emil Larsson, of the American Bridge Company.

Mr. Fred. W. Cohen, of the Pennsylvania Steel Company;

Mr. Phelps Johnson, of the Dominion Bridge Company;

Mr. John Sterling Deans, of the Phoenix Bridge Company.

The former Deputy Minister was present at some of the meetings where the question was discussed. Letters written on that subject by some of these engineers were sent you June 17, 1909, and April 25, 1910.

After two members had been added to the Board, my two colleagues and Mr. Paul L. Wolfel, of the McClintic-Marshall Construction Company favoured double intersection; Mr. Phelps Johnson and myself favoured single intersection.

After tenders had been called, allowing contractors to present their own designs, three designs for cantilevers were submitted by the contractors; one by the Germans which is single intersection, and two by the St. Lawrence Bridge Company which are also single intersection.

No design for a double intersection bridge was presented by any firm. I felt, therefore, that my convictions on this point have been fully justified.

Paragraph 3.—As shown by the advertisements for tenders and by the preliminary and final specifications, to this paragraph should have been added the words:

'Provided that plans, details and material be made in accordance with the specifications of the Board.'

This, of course, would have stopped any further argument, but without them the sentence referred to is incomplete and does not give all the facts.

Paragraphs 4 and 5.—The same remarks on paragraphs 2 and 3 apply to paragraphs 4 and 5.

Further, the system of main panelling adopted in designs 'A', 'B' and 'C' is not original, as it was published for the first time, to my knowledge, in 1901 by a Russian engineer for a 135 feet span. I am not aware that any bridge, large or small, has been built on that system since that date. This must not be understood as condemning the system.

Paragraph 6.—Out of three similar designs, 'A', 'B' and 'C', submitted by the St. Lawrence Bridge Company, design 'B', which complies least with the specifications of the Board, is recommended by my colleagues. I cannot see any reason for their choice except that it is the cheapest of the three.

My colleagues also state that this design offers features which simplify the erection and minimize the risk to both life and property.

This, of course, is an expression of opinion sustained by neither reasons nor facts. I can only submit the reasons which helped me to form a different opinion and which are as follows:

(*a*) The letters received from the engineers I had consulted and which are referred to above.

(*b*) The opinion of Mr. Phelps Johnson, as shown in page two of report No. 11 of the Board, and in the minutes of the meeting held September 7, 1909:

'He saw no unusual difficulties in the erection of this design (Board's design)."

(*c*) The schemes of erection proposed by the St. Lawrence Bridge Company are identical, both for the Board's design and for their own design. I am, therefore, unable to understand why more men or property would be injured in the one case than in the other.

Blue prints (Appendix 'B') showing the different modes of erection proposed by all contractors and copy of a letter from the St. Lawrence Bridge Company dated October 15, 1910 (Appendix 'C') explaining the different schemes of erection, are attached to this letter. (Note passages underlined by myself).

I would say, however, that I differ from the opinion *re* top travellers, expressed in that letter and believe they are at least not more dangerous than through travellers for the following reasons:

(*a*) Clauses 17 and 19 of the contract put the complete responsibility for damages to persons or property, solely on the contractor. It is, therefore, to be presumed that all contractors have given this question their best consideration, from a business if not from a humanitarian point of view.

With this in view top travellers are adopted by the Germans in their own design, the British Empire Bridge Company and the Pennsylvania Steel Company, although the latter had lately used through travellers for the erection of an 1,182 ft. cantilever span in connection with the Blackwell's Island Bridge at New York. Their choice of top travellers for the Quebec Bridge must, therefore, be the result of their experience in the erection of large cantilever bridges. Their engineer of erection is reputed to be one of the best in America.

(*b*) The latest large cantilever bridge, erected in America, at Beaver, Pa., was erected with top travellers and the engineer in charge told me their use had been very successful.

(*c*) Top travellers rest on the members of the trusses themselves, instead of on the bridge floor. As they are much smaller than the through travellers, offering less surface to the wind, and have a much wider base, they have consequently greater stability and the risks attending life and property are correspondingly less.

(*d*) Top travellers, which never are higher than through travellers, follow the top chord and come gradually lower as erection progresses and becomes more dangerous, whereas through travellers remain always at the same height and when they come near the end of the cantilever arm, offer a large surface to the wind and are apparently more dangerous for the men.

I think, however, in view of the guarantees exacted from the contractors by the terms of the contract, that the choice of the scheme of erection and the erection appliances should be left to the contractor, subject to the supervision of the Board.

Paragraph 7.—Temporary members will, of course, be numerous in any design for such a large structure. Three temporary heavy members in each truss or twelve altogether are required for the Board's design.

They are similar to other members used heretofore for the erection of the suspended span of cantilever bridges.

All such temporary members are part of the falsework and their cost is included in the tenders.

Paragraph 8.—The schemes of erection proposed by the St. Lawrence Bridge Company are identical, whether for their own design or for the Board's design. If through travellers are used they are carried on the main members in either case. As all the panels of the Board's design are similar, the operations are also similar. But as stated in paragraph 3, I am in favour of top travellers and cannot see, in a structure of this size, what difference it would make if the operations for each connection are different.

Paragraph 9.—I fail to see the importance of this remark.

(*a*) because there are numerous members in the suspended span of design 'A', 'B' and 'C' which do not carry live load. Why are they harmless in the suspended span and harmful in the cantilevers?

(*b*) There is a large number of members in both designs, namely, the materials and sway bracing which do not carry live load, and they have the same effect in preventing the free deformation of the trusses under live load.

(*c*) All trusses of large bridges, such as the Thebes Bridge and the projected cantilever bridge over the Hudson River have a large number of members which do not carry live load and I am unaware of any criticism having been levelled at them by any one on that account.

(*d*) Design 'C' of the St. Lawrence Bridge Company, which is the only one amongst 'A', 'B' and 'C' that comes within clause 74 of the specifications, has a large number of such members.

Designs 'M' and 'N' of the same company and guaranteed by them, contain such members, in excess of the number used in the Board's design.

The design of the Germans has also a large number of such members.

None of the contractors have ever protested against such members in the Board's design, the construction, erection and efficiency of which design all of them are ready to guarantee.

Paragraph 10.—The Williot's diagram of design 'B' are for a 502 ft. anchor arm built of carbon steel, and no comparison can be made with the Williot's diagrams for the 586 ft. anchor arm of the Board's design built of nickel steel, and as Williot's diagrams of the cantilever arm of design 'B', which would have given a true measure for comparison, and should have been furnished as per paragraph 108 of the specifications, have not been submitted by the St. Lawrence Bridge Company, no comparison at all can be made.

The diagrams produced do not, therefore, show that there is less distortion in each case.

This whole matter has really very little importance as deformation is not a measure of strength; for if we compare two members of same length, but of different depths, the same amount of bending deformation which would be harmless in the shallower member may cause the failure of the deeper one.

It is, however, necessary to determine the deformations and the strains they cause. This has been done, with the greatest care, in connection with the Board's design, as may be seen by referring to the drawings exhibited, and in all cases the strains resulting from the deformations have been amply provided for.

Paragraph 11.—As the web members, as well as the bottom chords of the Board's design, are erected in half widths they are just as easy to handle and to connect, if not easier, than the web members of design 'B.'

Paragraph 12.—The opinion hereby given is contrary to the universal practice of bridge engineers in America. Very few instances could be shown where this has been done. This kind of connection has been limited in the Board's design to as few members as erection would allow, especially for compression members,

where its use was deemed inadvisable. An instance of it is shown at the end of the cantilever arm, where special precautions have been taken to avoid the objectionable features of such a connection. I have, however, always intended to change this detail, if possible, in the final drawings. The excellency of the connections used in the Board's design has been shown conclusively by tests T4A and T4B, and T6A and T6B, made at Phœnixville. The connections proposed by the St. Lawrence Bridge Company have not been tested.

Paragraph 13.—This statement is irrelevant unless it means that the chords proposed by the St. Lawrence Bridge Company are better than the chords of the Board. It is a bold statement in the absence of actual tests of the St. Lawrence Bridge Company's chords and in the face of the extremely satisfactory results obtained in the tests made at Phœnixville on models of the Board's chords T1A and T1B, and T2A and T2B, and of a sentence in letter No. 1 accompanying the tenders of the St. Lawrence Bridge Company, where we read:

'The results obtained in the tests of nickel steel columns made by the Board were, in some cases, unusually and unexpectedly high *and it is doubtful that so high values can again be reached unless the Board's experiments are exactly duplicated.*'

I would also remark that longitudinal splicing, as shown in the St. Lawrence Bridge Company's design, has been tested by the Board and have given very inferior results as shown by tests T7A and T7B.

The results of all the tests referred to were sent to you on August 1, 1910.

Paragraph 14.—The first part of the sentence is in direct contradiction with clause 74 of the specifications. It is also in direct contradiction with the often expressed opinion of one of my colleagues that eyebars are the most reliable form of tension members. One might well hesitate, before accepting field riveted connections of tension members over five inches thick, not including splice plates.

A double line of eyebars is very much easier to assemble and less risky than a single line. The St. Lawrence Bridge Company propose themselves to use two lines of eyebars in design 'M' and 'N.'

Paragraph 15.—What does it matter if pins are carefully calculated according to American practice?

Paragraph 16.—Any extras demanded by steel makers are included in the prices named in the tenders and there is no risk, since all materials will be inspected and must come up to the specifications. Any material, which it is impossible to get on account of length, may be spliced and I would remark that splicing has been resorted to by the St. Lawrence Bridge Company to much larger extent than contemplated by the Board.

Paragraph 17.—This is certainly an unexpected argument, but I have no right to criticize the esthetic judgment of my colleagues.

Paragraph 18.—In view of all the preceding observations contained in this letter I cannot join in the recommendation of my colleagues,

(*a*) because it is contrary to the recommendation of the whole Board,

(*b*) because the tender referred to on design 'B' is not according to the requirements of the Board and the department, since it contains the words:

'This tender is based upon the specifications and draft contract as modified by our accompanying letter No. 1, of this date.'

According to the advertisement issued by the department on June 17, 1910, this tender should not be considered,

(*c*) because in letter No. 1 referred to above, we read, amongst many requests for changes in the specifications:

'The results obtained in the tests on nickel steel columns made by the Board were, in some cases, unusually and unexpectedly high *and it is doubtful that so*

high values can again be reached unless the Board's experiments are exactly duplicated.'

This is certainly a high compliment for the Board's design, but I do not see why anything not quite so good should be accepted.

(*d*) because amongst other clauses, design 'B' does not comply with vital clauses 68, 74 and 278 of the specifications.

The tender on any such design, if built according to the specifications of the Board, would be the tender on design 'C' at an extra cost of $250,000 or $1,200,000 above the lowest tender.

(*e*) Even if such tender were based upon the specifications of the Board, there are no plans before the Board to show how this would be done. Plan 'C' shows only two preliminary strain sheets. Neither the connections of eyebars in the top chords or web members, their layout, nor any other information are given. The bottom chords of plan 'A' which might be used for plans 'C' or 'B' are not acceptable in view of the results of tests T7A and T7B. A note on one of the plans says that if tests are not satisfactory they would be replaced by something else.

The word *satisfactory* in this case has no meaning since no guarantee of tests was given beyond the vague sentence in letter No. 1, accompanying the tenders:

'The specifications should, of course, require only such values as can reasonably be expected from carbon steel in the light of compression tests already made upon it.'

Such results would give a bridge much inferior in strength to the Board's design.

The Board could not, therefore, give an opinion on plans which do not exist.

Referring to the comparative strength of the Board's plan and of 'A', 'B' and 'C' designs, I enclose calculations showing the superiority of the Board's design (Appendix 'D').

The calculations for elastic limit are to a certain extent based on assumptions, and, besides, elastic limit and yield point cannot be absolutely compared. I have made the comparison as conservatively as I could, owing to the lack of knowledge on the limit of elasticity of built compression members, in regard to which no investigation has ever been attempted, at least to my knowledge, previous to the experiments made by the Board at Phoenixville.

The calculations for ultimate strength are correct and based on the minimum results obtained or specified by the Board and on the minimum results guaranteed by the St. Lawrence Bridge Company.

Of course, in a work of this magnitude, where such guarantees are asked from the Contractors and where a comparatively new kind of metal is used, I understand, that the specifications of the Board may have to be altered on such points that could not be ascertained before calling for tenders, such as extreme length of materials procurable, and the physical and chemical tests of materials that mills are ready to manufacture irrespective of cost. I was astonished to find out how little change was really insisted upon by the Contractors and steel makers and, of course, such changes, as agreed to by the Board, ought to be allowed to all Contractors alike. The case is different when the conditions of the contract have not been fulfilled, when vital clauses are concerned and where the changes asked for are absolutely contrary to the requirements of the Board and Department or diminish the strength of the bridge.

To conclude. As implicitly stated in the report of October 26, 1910, the plans, details and materials of designs 'A', 'B' and 'C' of the St. Lawrence Bridge Company are not made according to specification. They provide for a bridge weaker than the Board's design, as shown in Appendix 'D'.

Even if they could be made as strong as required by the specifications, there is no plan before the Board to show how this result would be attained.

The tenders of the St. Lawrence Bridge Company on their own designs 'A', 'B' and 'C' do not, therefore, comply with the requirements of the Board, as expressed in the specifications, nor of the Department, as expressed in the public notices and form of contract issued.

They cannot, therefore, be considered by the Board.

The Board's design, for the many reasons given on pages 4, 5 and 6, complies with all the requirements of the Board and the Department. It is satisfactory to all engineers and contractors concerned, and I do not know of any technical reason why either of the four tenders on this design should not be accepted.

Yours respectfully,

(Sgd.) H. E. VAUTELET,
Chairman and Chief Engineer.

Hon. GEO. P. GRAHAM,
Minister of Railways and Canals,
Ottawa, Ont.

MONTREAL, January 20, 1911.

SIR,—I beg to supplement my letter addressed to you on December 10th, 1910 by adding to page 6, the following remarks in regard to design V of the Board:

(*k*) A report of Sir Douglas Fox on the Board's design was transmitted to me by a representative of the British Empire Bridge Company, and reads as follows:

'Have made careful examination of Board's specifications, general designs and details. Specification is clear and concise and prepared with great care and judgment. It will ensure structure built combining stability and permanence with reasonable economy. Design admirably suited for its purpose. It is perfectly sound alike as to construction and erection and in detail is worked out with skill and judgment. Experiments on large models of compression members have enabled the design of vital parts to be prepared with certainty. Think no hesitation in proceeding with works on lines laid down.'

(1) Letter No. Two, dated September 30, 1910, attached to the tenders of the St. Lawrence Bridge Company stated:

'Had it not been for the many difficulties that came up on considering the erection of the Board's design we would have been content to have tendered on this design only, *believing the bridge in other respects to be all that can be desired.*'

As mentioned in my letter of December 10 (page 9), the difficulties of erection had become much less serious by October 15, 1910, when the St. Lawrence Bridge Company wrote:

'In a general way we may say that *for each design we have worked up in detail a scheme which we are satisfied will do the work safely* and on this we have based our estimates.'

and later, speaking of the Board's design:

'*With the inside traveller the risks above mentioned can, we think, be practically eliminated.*'

It follows, therefore, that in the opinion of the St. Lawrence Bridge Company the risks of erection have been practically eliminated and that the design of the Board is all that can be desired.

(*m*) On May 2, 1910, the following resolution was adopted at a meeting of the Board held in Montreal:

'It is resolved that the plans and specifications for a cantilever design now completed by approved and submitted to the Minister for tenders and that in the event of a better plan being submitted by any of the bidders same shall be adopted.'

I will remark first that this resolution allowed other plans to be submitted, *but not other specifications.*

When tenders were asked on the Board's design, that design had no defects, as far as the knowledge of the members of the Board went, because if any member had known of any defect it was his duty to have it corrected before advising the Minister to ask for tenders on such plans, as in the event of no other plan being submitted, the contract would have been given on the Board's design.

The choice, therefore, remains between a plan *that has no defects and is all that can be desired* and the designs of the St. Lawrence Bridge Company.

The only real argument brought in favour of the latter is that

'It offers features which simplify the erection and minimize the risks to both life and property.'

This has been answered, pages 8, 9 and 10 of my letter of December 10, 1910.

If this is true it should have resulted in a lower cost of the bridge.

What are the facts:

The weight of both designs is practically the same. The materials used in the St. Lawrence Bridge Company's design cost over one million dollars less than the materials used in the Board's design. If the erection is simplified and the risks minimized the cost should be still less. Why, therefore, is the cost of the St. Lawrence Bridge Company's design $932,000 more than the lowest tender and $270.000 more than the next lowest tender on the Board's design?

The difference between the tenders of the St. Lawrence Bridge Company on plan V of the Board and on their plan 'B' is 19 per cent.

On the same basis it is, therefore, to be inferred that, had the other Bridge Companies been allowed to alter the specifications to the same extent as was done by the St. Lawrence Bridge Company their bids on the bridge would have been lessened in the same proportion, i.e., to $9,000.000 or to $9,500,000, instead of $12,000,000.

(*n*) The Board's design has been completely worked out and the compression members tested with highly satisfactory results, whereas the sketches submitted by the St. Lawrence Bridge Company are only in the initial stage. Their compression members have not been tested; tests will be required to ascertain their value, and repeated changes in designs and new tests may be required before as good members as the Board's may be obtained. (See Letter No. one of the St. Lawrence Bridge Company, quoted page 14 and 15 of my letter of December 10).

It will, therefore, take a much longer time to make the shop drawings for the design of the St. Lawrence Bridge Company than for the Board's design.

On December 13, 1910, I received a letter from the St. Lawrence Bridge Company enclosing copy of a letter addressed to you dated November 28, 1910, in which they agree to make their plans, details and material conform with the specifications of the Board. They do not state, however, what the cost will be. It is, however, another proof that the plans submitted with their tenders were not made according to the requirements of the Board and of the Department (See '*e*' page 16 of my letter of December 10, 1910). I would add that if the specifications are to be followed, the use of a through traveller will bring in the erection serious difficulties that presented themselves in all plans and which were avoided by the use of a top traveller.

In any case I feel very much gratified that as a consequence of our discussions the St. Lawrence Bridge Company has accepted the specifications of the

Board and that as a result a much stronger bridge has been secured for the country than the one which was originally proposed in their tenders.

Respectfully submitted,

(Sgd.) H. E. VAUTELET,
Chairman and Chief Engineer.

Hon. GEO P. GRAHAM,
Minister of Railways and Canals,
Ottawa, Ont.

MONTREAL, February 8, 1911.

SIR,—In accordance with your letter of January 20th appointing Messrs. M. J. Butler and Henry W. Hodge to advise with the Board of Engineers, Quebec Bridge, on the points of difference that have arisen in that Board, we have the honour to report as follows:

The Board, with the exception of Mr. Vautelet, who is detained in his home by illness, met with the advisory engineers on February 6, and have been in session for the past three days, Mr. Macdonald acting as temporary Chairman.

We have examined the various tenders and general designs and the advisory engineers have read the written opinions of the members of the Board, and in addition thereto, the opinion of Mr. Vautelet, as expressed in his letter to them dated February 2. They have also considered the verbal arguments of each member of the Board, adjourning to Mr. Vautelet's residence for the purpose of conferring with him.

The only point of difference in the Board is as to which specific design and tender should be recommended for acceptance; the Board being divided between the official design and the design of the St. Lawrence Bridge Company.

None of the tenders on either of these two designs were made without requiring modifications of the specifications, so that such alterations must be considered if either of these tenders are to be accepted.

The advisory engineers have not considered it within the province of their appointment to examine closely into the details of the two above mentioned designs and all of us are of the opinion that consideration of details is a matter that must be carefully studied and worked out in the light of further tests yet to be made by the Board of Engineers.

From our examination of the two above mentioned general designs, we, the undersigned, agree that the design of the St. Lawrence Bridge Company is preferable for the following reasons:

(*a*) The type of design offers greater safety to life and property during erection, as well as economy and rapidity in construction.

(*b*) The design contains the minimum number of secondary members and requires few, if any, temporary members during erection.

(*c*) The system of triangulation by dividing the web stresses reduces the members to more practical sections and simplifies the details of connections.

(*d*) The design economizes material as shown by the calculated weights of the two designs.

(*e*) The general appearance of the structure is, in our opinion, improved.

We feel that in a work of such magnitude the question of design is of the first importance and for the reasons given above we recommend the acceptance of design 'B' of the St. Lawrence Bridge Company, subject to certain modifications in general outline and detail, which we deem advisable and which will result in economy, and further improvement in appearance. The modifications

of their design we have in mind will reduce the cost of the work by, at least, four dollars per ton and we recommend the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B' at a price not exceeding 8.45 cents per pound (amounting in the calculated weight to $11,246,100) and at a corresponding reduction on their other pound price, if the Board should decide to accept any features of their alternate tenders.

The lowest tender of the British Empire Bridge Company, when the additional price they give for complying with the splices required by the official design is added, amounts to $11,320,720.

While not called for by the advertisement, the St. Lawrence Bridge Company submitted among their tenders, one omitting the roadways, which at the reduction in their pound price above recommended, shows a cost of $8,650,000 on the figured weight and we think this should be called to your attention, as the highways can now be omitted without changing our above recommendations or delaying the progress of this work.

We have the honour to be, Sir,

Your obedient servants,

(Sgd.) M. J. BUTLER,
HENRY W. HODGE,
RALPH MODJESKI,
CHARLES MACDONALD,
Chairman pro tem.

Hon. Geo. P. Graham, L.L.D., P.C.,
Minister of Railways and Canals,
Ottawa, Ont.

March, 14, 1911.

Sir,—Under date of February 8th, your enlarged Board of Engineers recommended the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B' subject to modifications which would, in their opinion, improve the structure and reduce the cost.

In this same Report we called your attention to a design of the St. Lawrence Bridge Company omitting the highways, by the adoption of which about $2,600,000 could be saved. This design is marked 'X' and is in every way similar to design 'B' except that it omits the highways, but retains two four-foot sidewalks.

We have now been informed by you that the St. Lawrence Bridge Company agree, in view of the modifications mentioned above, to reduce their price on either design by $4 per ton.

We are also informed by you that the Government has decided to omit the highways.

We hand you herewith a diagram (marked Drawing No. 1) showing the design as modified, and we also hand you a memorandum explaining the omissions and revisions required in the specifications, together with a copy of the original printed form with the necessary erasures and additions.

We recommend the signing of a contract for the superstructure of the Quebec Bridge with the St. Lawrence Bridge Company on their design 'X' as modified by attached sketch and under the revised specifications herewith submitted at a

price of (9.02) nine and two-one hundredths cents per pound, which as given in our report of February 8, will approximately amount to $8,650,000.

We have the honour to be, Sir,

Your obedient servants,

(Sgd.) CHARLES MACDONALD,
RALPH MODJESKI,
HENRY W. HODGE.

Hon. GEO. P. GRAHAM,
Minister of Railways and Canals,
Ottawa.

BOARD OF ENGINEERS, QUEBEC BRIDGE.

PRELIMINARY SPECIFICATION FOR SUPERSTRUCTURE.

1. This preliminary specification is issued to supplement ordinary standard specifications for bridge work, to allow Contractors to become thoroughly acquainted with the requirements of the Board of Engineers appointed for the reconstruction of the Quebec Bridge and to allow such Contractors to be prepared to submit tenders which will form the base of a contract to be entered into by the Hon. the Minister of Railways and Canals, at Ottawa, Ont., hereinafter caller 'the Minister,' and a party or parties hereinafter called 'the Contractor,' to build, furnish and erect the superstructure of the Quebec bridge.

2. *Complete specifications.*—Complete specifications will be issued later on, and in the meantime all information at hand can be had at the Chief Engineer's office at Montreal, after January 3, 1910.

3. *Main piers.*—The superstructure of the new bridge shall be erected on two main piers as per plans attached.

4. *Length of Span.*—The main span shall be 1,758 ft. long, centre to centre of piers, with trusses 88 ft. centre to centre, and a maximum depth of 290 ft.

A clear head room must extend for 600 ft. at the centre of the main span and no part of the steel-work for that length shall be below Elev. 251.30 under maximum load, leaving 150 ft. clear height above highest water.

The plan of crossing attached shows the position of the two main piers and of the two existing abutments with elevations. The grade on the bridge must not be more than one per cent, the 600 ft. at the centre of the main span being level, except for the camber (see paragraph 15).

5. *Date of tendering.*—The date on which tenders will be received will be fixed later, but will not be earlier than May 1, 1910.

6. *Tenders.*—Tenders will be received on plans prepared by the Board, but Contractors are invited to submit plans of their own, made according to this and later specifications.

7. *Plans of the Board.*—Tenders will be received at a price per pound on the plans made by the Board for the bridge built and erected complete and ready for traffic, as per specifications to be issued later (paragraph 2).

8. *Conditions of Contract.*—I. The Contractor must satisfy himself as to sufficiency and suitability of the design, plans and specifications submitted by the Minister, as he (the Contractor) will be required to guarantee the satisfactory erection of the bridge according to such design, plans and specifications, and it is to be expressly understood that he undertakes the responsibility not only for the materials and construction of the bridge, but also for the design, plans and specifications, and for the sufficiency of the bridge for the loads specified.

II. The Contractor shall furnish all requisite (in the opinion of the Board) erection plans and details in connection therewith or incidental thereto, to conform with the plans and specifications submitted by the Minister, all of which erection plans and the details in connection therewith or incidental thereto shall be subject to the approval of the Chief Engineer of the Board, and any substitution for, alteration in or modification of any such erection plan or any such details in connection therewith or incidental thereto, shall be subject to the joint approval of the Board and of the Contractor.

III. The Contractor shall furnish strain sheets together with all detailed calculations in connection therewith, or incidental thereto, or in connection with or incidental to the Contract work covered, or intended to be covered thereby, which strain sheets and detailed calculations shall be subject to the approval of the Chief Engineer of the Board, and any substitution for, alteration in or modification of any such strain sheets and any such detailed calculations shall be subject to the joint approval of the Board and of the Contractors.

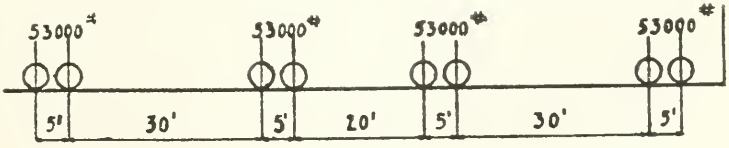
IV. The Contractor shall furnish all shop drawings for the approval of the Chief Engineer of the Board and shall not order or manufacture any materials in connection with or incidental to the Contract work, or any part thereof, or execute any work, covered, or to be covered, by such drawings or any of them, under the Contract, plans and specifications as a part of such Contract, or any of them, until such shop drawings have been first approved by the Chief Engineer of the Board.

9. *Contractor's Plans.*—As mentioned in paragraph 6, Contractors are invited to submit designs of their own, according to this specification, but it is understood that no remuneration of any kind shall be paid by the Minister for the preparation of said plans, whether they be accepted or not.

10. *Duties.*—All duties on material and plant will be paid by the Contractor.

11. *Loads.*—The loads and stresses for which the bridge or some of its parts will be calculated, are as follows:—

A. Train load, Cooper's class E50, on one or two tracks.
B. " " " " E75, on one or two tracks.
C. A highway load on one or two roadways of 40 lbs. per square foot, or 920 lbs. per lineal foot of each roadway.
D. A highway load of 100 lbs. per square foot, or 4,600 lbs. per lineal foot of bridge.
E. Street car load; two 53-ton cars each 60 ft. long and 12 ft. wide.



F. On roadway a concentrated load of 24,000 lbs. on two axles, 10 ft. centres.
G. On highway and sidewalks, a snow load of 30 lbs. per square foot, or 1,500 lbs. per lineal foot of bridge.
H. On highway; dead load above I-beams of 2,970 lbs. for each roadway. See plan attached.
I. Track-load; ties, guard rails weighing 670 lbs. per lineal foot of track. See plan attached.
J. Weight of steel floor (floorbeams, stringers and I-beams—distributed load).
K. Weight of steel-work as erected not included in 'H,' 'I' and 'J,' but including travellers and false work, etc., during erection.
L. A wind load normal to the bridge of 30 lbs. per square foot on the exposed surface of two trusses, floor, and fence (fixed load) and also on travellers and false work, etc., during erection.
M. A wind load of 30 lbs. per square foot on part above fence of a train 14 ft. high (moving load).
N. A wind load equal to $\frac{1}{2}$ ('L' + 'M').
O. A wind load nearly parallel to bridge of 30 lbs. per square foot on the projected area of the steel work and of two trains 14 ft. high on a vertical plane normal to wind, or on travellers, false work, etc., during erection; said load to be taken as acting parallel to bridge.
P. Stresses due to a traction load of 750 lbs. per lineal foot on one track.
Q. Stresses due to a variation of temperature of 150° Fahrenheit.
R. Stresses due to a variation of temperature of 50° between steel-work and masonry.
S. Stresses due to a difference of temperature of 25° between the bottom chords of trusses when free motion is not allowed.
T. Stresses due to difference of temperature of 25° between the outer web exposed to the sun and the other webs of compression members.

12. *Train loads on two tracks.*—The trains on the two tracks shall be assumed to have engines headed in the same direction, and whenever two separate loads give the maximum strains in any member, two trains shall be assumed on each track with length of train and position of engines giving the maximum.

13. The different strains will be calculated and classified under four classes:

I. Live load.
II. Dead load. (Axial and bending.)
III. Wind, temperature and traction.
IV. Secondary.

14. *Secondary strains.*—All strains produced owing to the deformation of the steel-work under any and all loads, either by the absence of pins at the joints or by the friction on pins opposing the turning of members shall be considered as secondary strains.

15. *Loads used to determine section of members.*—The maximum strains due to all the co-existing loads and stresses as per paragraph 11, and to deformation, shall determine the section of the different members with the following restrictions:

Load 'B' will be used only to determine the dimension of the masonry and anchorage and also of the connection of centre span to cantilever arms and of any members where its use would change tension into compression, or vice-versa.

Load 'B' will also be used to establish the outline of the bridge so that the deflection due to the load will always leave the clear height as specified in paragraph 4.

Load 'C' will be used for trusses, main cables and anchorages, only.

Loads 'C,' 'E' and 'F' will be used for floorbeams and stringers, and members receiving their maximum strain from a length of moving load covering two panels or less.

Loads 'L,' 'M' and 'O' will be used with railway tracks loaded and no highway load.

Load 'N' will be used with railway tracks and roadways loaded.

Strains produced by 'T' will be considered as secondary strains, and loads 'S' and 'T' will not be assumed to co-exist with wind loads 'L,' 'M' and 'O.'

Loads 'H' and 'I' will be used for all designs, the plan of floor attached being standard.

16. *Statically indeterminate structures.*—The strains in statically indeterminate structures shall be calculated from their elastic deformations and all assumptions made and formulae used for the calculations must be given.

17. *Plate girders.*—Plate girders shall be calculated by their moments of inertia.

18. *Strain sheets.*—The Contractor offering his own design must furnish complete strain sheets giving the primary and secondary strains under all conditions of load, during and after erection, and when requested to do so, he must, to facilitate checking, furnish in detail the calculations by which his strains were obtained.

19. Separate strain sheets must show all strains:

I. From uniformly distributed dead loads.
II. From all other dead loads.
III. From live loads.
IV. From wind.
V. From temperature.
VI. From traction.
VII. From the maximum co-existing loads.

20. *English units to be used.*—All strains given must be in 1,000 lb. units, and English weights and measures are to be used.

21. *Camber in cantilever.*—The length of all members shall be such that under dead load all panel points shall be in straight lines. Open joints during erection will not be allowed.

22. *Section of members.*—The section of all members must be given in detail on the strain sheets and the radii of gyration of all built up members must be shown.

23. *Plans to be furnished with tenders.*—The plans submitted must show the important connections of the main truss members, the laterals and sway bracings and those of the floor with the trusses; also details of the pedestals and anchorages. The lacing of all compression members must also be shown in detail. The method of erection proposed and the traveller proposed to be used must be clearly shown, so that the erection strains can be readily checked.

The plans submitted will also show all deflections of all parts under the maximum cases of loading specified as per paragraph 11.

The strain sheets and plans submitted must give all the information needed for determining the adequacy and the agreement with the specifications of the proposed design and for judging the difficulties and the time required for the erection.

24. *Estimate of quantities.*—The bids must be accompanied by a detailed estimate of quantities. This estimate must give separately the weight of steel in the cross floorbeams, the steam railway stringers, the highway stringers, and the I-beams above

the roadway stringers; that of the trusses, the bottom and top laterals and the cross bracing, that of the pedestals and the anchorages, and in all trusses the weight of the bottom chords, top chords, web members and pins. In all built members the weight of the body $= \Sigma$ a $\square''$ x l' x 3.4 (where a $\square''$ is the area in square inches and l' the length in feet from centre to centre of connection) and the remaining weight of the member or group of members must be given separately. Weight of travellers, temporary members and false works, when they affect the strains in the bridge, must also be given.

The weights must be given in sufficient detail so that the assumed dead loads and their distribution over the length of the bridge can be easily and quickly checked. The assumed dead loads and wind pressures and their location must also be given on the strain sheets.

25. *Masonry piers.*—Contractors offering their own plans will also send plans of the masonry abutments and piers required (other than the main piers), subject to this specification.

26. *Time of completion.*—The Contractor will state in his tender the estimated date at which he would guarantee to complete the bridge ready for traffic, it being assumed that the north main pier will be finished on November 1, 1910, and all other masonry November 1, 1911.

27. *Where final plans have to be made.*—To prevent delays, all drawings and strain sheets, after the contract is awarded, shall be made at one place in Canada, and all shop drawings shall be made in full detail according to American practice, using English measures, as per paragraph 20.

28. *Material to be used.*—All steel shall be open hearth. Floor-beams and stringers shall be made of carbon steel, sub-punched and reamed. All other parts in cantilever designs may be made of steel containing 3 to 3½% nickel, drilled throughout. All material in suspension designs shall be carbon steel (see paragraph 31).

The Contractor will state in his tender whether he proposes to use acid or basic steel in all or in parts of the bridge.

29. *Rivets.*—Rivets shall be made of carbon steel.

Their diameter will be at least: ¾-in. up to 3½ in. grip; 1-in. from 3½ in. to 5½ in. grip; 1⅛ in. for 5½ in. grip and over.

Maximum distance between stitching rivets in compression members to be eight times the minimum thickness of any of the plates or shapes connected together.

30. *Quality of steel.*—The exact quality of steel will be specified later on, but the grade of carbon steel used will be generally as follows:

Structural steel will show an ultimate strength of 62,000 to 68,000 lbs. and a minimum yield point of 37,000 lbs. per square inch.

For rivets 50,000 to 56,000 lbs. ultimate; 30,000 minimum yield point.

Yield point to be determined by drop of the beam.

Speed of machine for testing samples to be such that material under tension will not elongate more than one inch in three minutes.

Structural nickel steel will show 50 % more than carbon steel.

Nickel steel eye-bars in full sized tests will show a minimum ultimate strength of 80,000 lbs. per square inch and a minimum yield point of 42,000 lbs.

31. *Size of Material.*—All plates and shapes shall be of the maximum sizes and thickness obtainable.

No material shall have thickness of less than ½ in. in any of the truss members or towers of suspension bridges. In no case shall any material be less than ⅜ in. in thickness.

All material $\frac{3}{4}$ in. or more in thickness and all nickel steel shall be drilled from the solid after the members are assembled.

32. *Compression members.*—All joints in compression members shall be faced. All splices shall have full strength in material and one-half strength in rivets, except the top and bottom angles, which will be riveted for the full strength.

The unsupported width of plates in compression members must not be more than twenty-four times the thickness.

33. *Pressure of masonry.*—Maximum pressure on bed plates per square inch 800 lbs.; maximum pressure on concrete per square foot, 33,000 lbs.

34. *Anchorage masonry.*—For cantilever designs, anchor piers shall show a coefficient of safety of two.

For anchorages of suspension bridges a coefficient of safety is to be assumed of one and one-half against both uplift and sliding.

The coefficient of friction of masonry on rock is to be taken at 50%, but no part of the rock shall be taken as resisting the anchorage strain, as the mass of masonry only will be taken into account.

35. *Railway tracks.*—The railway tracks will be built as per drawing attached, with two stringers 8 ft. apart under each track.

36. *Stiffening trusses in suspension designs.*—Stiffening trusses shall be designed with single intersection. The centre span truss will be without vertical or horizontal hinge in the centre, discontinuous at towers, hinged vertically and free to slide horizontally at this latter point.

Members of stiffening trusses shall be proportioned for either maximum tension or compression. Connections and splices in all cases shall be proportioned for the sum of both stresses. Abutting joints shall be faced and given full splice in rivets for the sum of both stresses.

37. *Unit strains in suspension bridges.*—Cables 55,000 lbs. per square inch. (Wire of cables to be the same as that used in the Manhattan Bridge in New York.

Carbon steel, tension 16,000 lbs. per square inch.

Carbon steel, compression 16,000—$70l/r$ lbs. per square inch.

Increase units by 10% where secondary strains are included.

38. *Units of strain for cantilever designs.*—A=Live load strains for loads as specified in paragraphs 11, 12, 15; B=Dead load strains; C=All co-existing maximum strains together, except secondary strains; D=All maximum strains including secondary strains.

CARBON STEEL.

Tension Members in Main Trusses.

A	B	C	D
10,000	20,000	20,000	22,000

Suspenders or any Members Liable to Sudden Loading.

A	B	C	D
7,000	14,000	14,000	15,400

Railway Stringers.

A	B	C	D
8,000	16,000	16,000	17,600

Floorbeams and Highway Stringers.

A	B	C	D
9,000	18,000	18,000	19,800

Compression Members in Main Trusses.

A	B	C	D
$10{,}000-40l/r$	$20{,}000-80l/r$	$20{,}000-80l/r$	$22{,}000-88l/r$

Laterals and Sway Bracing.—Take both systems in calculation of strains, disregarding reversal of strains. Unit=$16{,}000-70l/r$.

Rivets.

	Bearing.	Shear.
Floorbeams and stringers	12,000 lbs.	6,000 lbs.
Truss members	15,000 "	7,500 "
Laterals and sway bracing	20,000 "	10,000 "

For field rivets reduce above by 10%.

Pins.

Bearing.	Fibre Stress.
24,000 lbs.	24,000 lbs.

Nickel Steel.

Increase units given for carbon steel as follows:

Tension	40%
Compression and pins	25%

But no compression member built of nickel steel shall be strained more than 19,000 lbs. per square inch, not including secondary strains.

Note.—The units giving the maximum section shall be used for proportioning the different members.

39. *Fair wage schedule.*—Parties tendering shall be required to accept the Fair Wage Schedule to be prepared by the Department of Labour for all employed in Canada.

40. *Notice of intention to tender.*—It would be in the interest of the Contractors to notify the Board of Engineers, Quebec Bridge, Canadian Express Building, Montreal, of their intention to submit tenders, so that they may be advised, without loss of time, of any additions or changes which may be made in this specification, before tenders are called for.

H. E. VAUTELET,
Chief Engineer.

MONTREAL, January 1, 1910.

BOARD OF ENGINEERS, QUEBEC BRIDGE SPECIFICATIONS.

FOR THE CONSTRUCTION OF THE SUPERSTRUCTURE OF A RAILWAY AND HIGHWAY BRIDGE OVER THE ST. LAWRENCE RIVER NEAR QUEBEC.

In these specifications the words 'Minister,' 'Board,' Chief Engineer,' 'Engineer,' 'Work or Works,' shall have the same respective meanings as defined for the purposes of the contract.

1. *Works under contract.*—The works referred to in these specifications consist in the making and building of the superstructure of a railway and highway bridge over the St. Lawrence River near Quebec, complete and ready for traffic, except as otherwise specified in paragraph 14.

2. *Plans.*—The plans mentioned in the schedule hereto attached (hereinafter called the Board's plans) and the notes on same shall be considered as a part of these specifications. In case of disagreement between the plans and specifications, the latter shall govern.

3. *Length of spans.*—The superstructure shall consist as per plan No. 1 of

One deck span 91'0"
One deck span 96'0"
One shore arm 586'0"
One main span 1,758'0"
One shore arm 586'0"
One deck span 115'0"

4. *Contractor's plans.*—In addition to tendering on the Board's plans, Contractors will be allowed to submit tenders on plans of their own or on modifications of the Board's plans, but all tenders shall be subject to these specifications and to the following conditions:

I. The superstructure of the new bridge shall be erected on the two main piers, shown on plan No. 1.

II. The main span shall be 1,758'0" long, centre to centre of piers, with trusses 88 ft. centre to centre, and a maximum depth of 290 feet.

III. A clear head-room for ships must extend for 600 feet at the centre of the main span and no part of the steel-work, for that length, shall be under Elev. 251.30, with the maximum loading specified, leaving 150 feet clear above highest water.

IV. A clear head-room must extend 23'0" above base of rail for a width of 29'0" over the railway tracks; 14'0" clear for a width of 18'06" over the roadway on each side of the railway tracks, and 7'0" clear for a width of 5'0" over the sidewalks.

V. Plan No. 1 shows the position of the two main piers and of the two existing abutments with elevations. The position and elevation of the two main piers are fixed; the position and elevation of the other piers and abutments may be varied. The grade on any part of the bridge must not be more than one per cent. under all conditions of loading and temperature. The 600 feet at the centre of the main span shall be level under dead load, except for the camber.

VI. No remuneration of any kind will be paid by the Minister for the preparation of plans submitted by intending contractors, whether they be accepted or not.

VII. The lowest or any tender will not necessarily be accepted.

5. *General conditions of Contract.*—The Contractor must satisfy himself as to the sufficiency and suitability of the design, plans and specifications upon which the bridge is to be built, as the Contractor will be required to guarantee the satisfactory erection and completion of the bridge and it is to be expressly understood that he undertakes the entire responsibility not only for the materials and construction of the bridge, but also for the design, calculations, plans and specifications, and for the sufficiency of the bridge for the loads therein specified. And the enforcement of any part or all parts of the specifications shall not in any way relieve the Contractor from such responsibility.

6. *Form of tender.*—No tender will be accepted unless it is strictly in accordance with the printed form supplied for the purpose, and in case of firms, unless it is signed by each member of the firm. The nature of the occupation, and the place of residence of each member of the firm shall be stated. The place or places where the Contractor intends to have the materials for the bridge rolled and manufactured into bridge members shall also be stated in the tender.

7. *Custom duties.*—All Canadian and foreign custom duties on material and plans shall be paid by the Contractor.

8. *Schedule of prices on plans of the Board.*—Tenders must state prices for the work as follows:

I. A price per pound for the steel in the superstructure erected and painted complete, the suspended span being erected by cantilevering out (weight of erection paint, rails or material included in item IV. of this paragraph, or any material needed for erection only, and which does not remain as part of the completed bridge not to be included). The price to be based upon the use of basic open hearth steel, except for cables, which shall be made of acid open hearth steel.

II. An alternate price per pound for material and work covered by item one using acid instead of basic open hearth steel.

III. A lump sum to be paid in addition to the above if the suspended span is floated into position.

IV. A lump sum for concrete, concrete slabs with reinforcing bars, granite, asphalt and paving bricks furnished and laid complete in the roadway floors, for the laying and bonding of electric railway rails, and also for the furnishing of guard angles, with screws and bolts for the railway floor as per plans.

9. *Modifications to the plans of the Board.*—In case the Contractor offers to modify the plans of the Board by changing the length and depth of the cantilever and shore arms, or the length and design of the suspended span, or if the mode of erection he uses decreases the quantities of material as shown on the plans exhibited, he shall state in his tender the amount of weight saved and shall also submit complete proof of such statement.

10. *Weight paid for. (Plans of the Board).*—The Contractor will be paid under item one paragraph (8) eight for the number of pounds of steel remaining in the bridge after all erection material has been removed, but in case such weight exceeds the calculated weight based on the dimensions of material shown on the shop plans (after deducting all erection material) plus two per cent, the Contractor shall be paid for such calculated weight with an addition of two per cent; the weight of paint shall not be included in such calculated weights.

11. *Schedule of prices on Contractor's plans.*—If the Contractor desires to tender on plans prepared by himself, tenders must state prices for the work as follows:

I. A price per pound for the steel in the superstructure erected and painted complete, the suspended span being erected by cantilevering out for a cantilever design (weight of erection paint, rails or material included in item ten of this paragraph, or any material needed for erection only, and which does not remain as part of the completed bridge not to be included). The price to be based on the use of basic open hearth steel, except for cables, which shall be made of acid open hearth steel.

II. An alternate price per pound for material and work covered by item one, using acid open hearth steel instead of basic open hearth steel.

III. A lump sum to be paid in addition to this if the suspended span is floated into position, in the case of a cantilever design.

IV. A price per pound for any additional nickel steel that may be ordered by the Chief Engineer, the price to include cost of erection.

V. A price per pound for any additional carbon steel that may be ordered by the Chief Engineer, the price to include cost of erection.

Items four and five apply only to cantilever designs.

VI. A price per pound for any additional material in the anchorage that may be ordered by the Chief Engineer, the price to include cost of erection.

VII. A price per pound for any additional material in the towers that may be ordered by the Chief Engineer, the price to include cost of erection.

VIII. A price per pound for any additional material in side spans or stiffening trusses that may be ordered by the Chief Engineer, the price to include cost of erection.

IX. A price per pound for any additional material in the cables that may be ordered by the Chief Engineer, the price to include cost of erection.

Items six, seven, eight and nine apply only to suspension designs.

Items four to nine both inclusive, shall apply only to increase in quantities of material ordered by the Chief Engineer and not provided for the specifications as interpreted by him.

X. A lump sum for concrete, concrete slabs, with reinforcing bars, granite, asphalt, and paving bricks, furnished and laid complete in the roadway floors, for the laying and bonding of electric railway rails, and also for the furnishing of guard angles, with screws and bolts for the railway floor as per plans.

12. *Weight of Contractor's design.*—The Contractor shall state in his tender the total weight of steel included in item one or two, paragraph 11, for each design and each mode of erection tendered on.

13. *Weights to be paid for if bridge is built on Contractor's plans.*—The Contractor shall be paid on items one and two as the case may be and on items four to nine inclusive, paragraph 11, at schedule prices for the lowest of the following weights:

(*a*) The finished weight of steel, included in items one or two, paragraph 11.

(*b*) The weight of steel included in items one or two, paragraph 11, calculated from the dimensions of material shown on the shop plans referred to below, plus an addition of two per cent, to the weight so obtained. (The weight of paint shall not be included in the calculations.)

(*c*) The weight stated in the tender.

Provided however that the shop plans on which the weights will be calculated shall be made according to the specifications as interpreted by the Chief Engineer, whose decision shall be final; and the weight of any material shown on such shop plans in excess of the weight of material shown in the Contractor's plans submitted with

the tender shall be deemed to be included in the total weight stated in the tender. But in case the Chief Engineer orders increases in quantities of material not provided for by the specifications as interpreted by him, such increase shall not be deemed to be included in the total weight stated by the Contractor in his tender and shall be paid for at schedule prices as per items four to nine inclusive of paragraph (11) eleven.

14. *Floor materials.*—All rails and materials for railway tracks above stringers will be furnished and laid by the Minister except the expansion joints and guard angles with the screws and bolts therefor, which shall be furnished by the Contractor.

Electric railway rails and standard splices therefor will be furnished by the Minister and laid by the Contractor who will be required to bond the rails and furnish all material necessary for such bonding.

The Contractor shall furnish and build in place all material for expansion joints in highway floors, sidewalks and electric railway tracks.

The cost of all items mentioned in this paragraph as being furnished or laid by the Contractor shall be deemed to be included in item four, paragraph (8) eight, and item ten, paragraph (11) eleven.

15. *Conditions of floating suspended span.*—If a cantilever bridge is built and the suspended span is floated into place, the Minister shall, if the Contractor so desires, provide and place at the disposal of the Contractor such steamship or steamships as will afford sufficient power to tow the suspended span to the bridge site. It is to be distinctly understood, however, that the Minister will only furnish such steamships as will be sufficient to move the said span and the Contractors will have to furnish any additional steamers that may be required to steer or otherwise control the tow. The Contractor will also have to furnish all scows, false work, cables, anchors, tackle, labour or other plant or material that may be required to properly execute the work.

The Contractor will have to assume entire responsibility for the steamship or steamships supplied by the Minister and for the satisfactory carrying out of the work upon which they are employed.

The Minister will, during such time and to such extent as the Chief Engineer considers necessary, stop navigation on the stretch of water required for the floating operations.

16. *Deposit.*—Each tenderer must send with his tender or tenders a cheque accepted by a Canadian chartered Bank for five hundred thousand dollars ($500,000) made payable to the order of the 'Minister of Railways and Canals of Canada.' As soon as a tender is accepted the successful Contractor shall deposit with the Minister another similarly accepted cheque made payable to the order of the Minister for such amount as will make the united amount of the two cheques equal to fifteen per cent (15%) of the cost of the works as estimated by the Chief Engineer.

Time being the essence of the contract, if the Contractor whose tender has been accepted neglects or refuses to sign the contract upon being requested to do so by the Minister or to deposit the second cheque mentioned above, the said sum of five hundred thousand dollars ($500,000) accompanying the tender shall be forfeited by the Contractor and shall become the property of His Majesty the King as liquidated damages.

The total deposit so made by the Contractor shall in any case be held by the Minister as security for the due and faithful performance and completion of the contract to the satisfaction of the Chief Engineer and until the delivery to and acceptance of the works by the Minister.

Interest upon the said deposits at the rate of three per cent (3%) per annum will be paid by the Minister to the successful contractor as provided in the contract.

17. *Prices.*—It is understood that the prices stated by the Contractor in his tender shall be those upon which he agrees to be paid for the works embraced in these specifications. These prices will be held to include all failures, accidents, contingencies, plant, labour, material, staging, painting, customs duties, rental, taxes, transportation, patent rights, cost of leases, necessary buildings, medical attendance, removal of erection and damaged material and everything necessary for the entire completion of the works. Such prices will also be held to include all loss or damage from whatever cause arising that may happen or occur to the works, or any part or portion of them, or to the men, plant, materials or tools.

18. *Mode of payment.*—Payments will be made as follows:

I. On unmanufactured material certified by the Engineer to have been delivered at the shops, 90% of the invoiced price, including freight and duty, as paid by the Contractor.

II. On members certified by the Engineer to have been completely finished in the shops, an additional amount per pound equal to six-tenths of the payment under item one.

III. On manufactured material delivered at the site of the bridge the full amount of transportation, from shop to the bridge site, as shown by invoices and in addition 90% of the duty, if it has not already been paid under item one.

IV. On material erected and partially riveted, to the satisfaction of the Chief Engineer, the balance of the contract price per pound, minus one cent per pound. Payments under this item will, however, only be made on members fully completed between panel points, and after complete riveting of each such member of the trusses; on floorbeams after the two webs have been riveted together; on stringers, laterals and sway bracing when they are fully bolted.

V. As soon as the steel work is completely erected, in place with the exception of riveting and painting, an additional amount of one half cent per pound.

VI. Monthly payments of 90% will be made on the value as estimated by the Chief Engineer of the work done on the concreting, asphalting and other work on the floor.

VII. The lump sum for the floating of the suspended span will be paid on the first monthly estimate after said suspended span is completely and safely connected to the cantilever arms and after the floating supports and anchors have been removed.

VIII. The balance of the contract price will be paid at the same time as the deposits with the Minister are returned to the Contractor.

IX. The basis for calculating the amounts to be paid under the monthly estimates on account of items one and two of this paragraph shall be the average of the invoice prices per pound of the total weights of carbon steel, nickel steel and cable material respectively accepted by the Engineer from the beginning of the work to the end of the period covered by the estimate then being prepared.

X. No payments will be made on any material until it is delivered on premises either leased to or belonging to the Minister and the Contractor will be required to lease to the Minister any shops, mills or other premises in or upon which any material is stored or being manufactured upon which any advance or part payment has been made by the Minister.

XI. The payments mentioned in items one to eight, inclusive, of this paragraph will only be made on material that is to remain in the completed bridge and not on any material required for erection only and which will be removed after the completion of the works.

19. *Monthly estimates.*—No payments will be made to the Contractor except on monthly estimates signed by the Chief Engineer. Estimates will be made up at the end of each month and forwarded to the Minister not later than the 15th of the month following, and payment covering such estimate will be made by the Minister to the Contractor not later than the last day of the same month, after deducting any sums which may be due to the Minister by the Contractor.

20. *Work to be started on both sides of the river.*—The work of erection shall be proceeded with on each side of the river as soon as the main pier is ready. All false work, erection plant and machinery shall be provided in duplicate.

21. *Prosecution of work.*—The work shall be proceeded with as rapidly as possible so as to secure its completion at the earliest date.

22. *Time of completion.*—The Contractor shall state in his tender the date at which he estimates that he will be able to complete the bridge ready for traffic upon the assumption that the north main pier will be finished on November 1st, 1910, and all other masonry November 1st, 1911. The Contractor will be required to guarantee the completion of the work upon such estimated date, subject to any extension or extensions of time that may be granted by the Minister on the recommendation of the Chief Engineer or otherwise. Provided also that if the said piers and other masonry are not finished upon the said respective dates, the Minister shall decide what, if any, extension or extensions of time shall be granted to the Contractor for the completion of the works.

23. *Plans.*—Dimensions where definitely determined, will be marked on all plans exhibited. In no case must dimensions be scaled. All final plans before any materials are ordered from them must bear the signature of the Chief Engineer. All drawings exhibited and all final plans shall be the property of the Minister and no copies of any drawing, blue print or plan, shall be given to any person without the written consent of the Minister or the Chief Engineer.

24. *Test of the completed bridge.*—Before the completed works are delivered to and accepted by the Minister, the Minister may have the works tested under live load. Such live load for the railway tracks shall not be more than Cooper's Class E75, and for the highway not more than 1,840 lbs. per lineal foot of bridge. Such tests loads are to be furnished by the Minister.

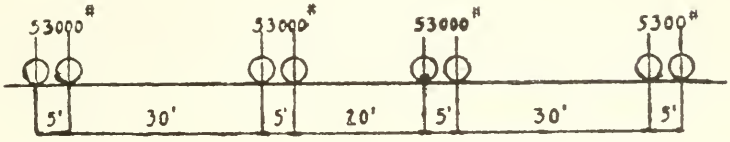
25. *Form of contract.*—Attached to these specifications is a form of the contract which the Contractor will be required to execute for the construction of the work. Blanks have been left in the form for the insertion of the schedule of prices and other particulars that will be supplied by the tender and these specifications.

26. *Specifications for suspension bridge.*—If a suspension bridge design is accepted by the Board, a supplementary specification, giving additional details respecting the cables, suspenders, anchorages, and other matters as are not included in these specifications, shall be furnished by the Chief Engineer. The clauses of the specifications of the Manhattan Bridge built in New York, U.S.A., will, as far as, in the opinion of the Chief Engineer, the same are applicable and are not contrary to these specifications, form the basis of such supplementary specifications.

LOADS.

27. *Loads.*—The loads and stresses for which the bridge or some of its parts will be calculated, are as follows:

A. Train load, Coopers class E50, on one or two tracks.
B. " " " E75, " "
C. A highway and sidewalk load one or two roadways of 40 lbs. per square foot, or 920 lbs. per lineal foot of each roadway.
D. A highway and sidewalk load of 100 lbs. per square foot, or 4,600 lbs. per lineal foot of bridge.
E. Street car load; two 53 ton cars each 60 ft. long and 12 ft. wide on each track.



F. On roadway a concentrated load of 24,000 lbs. on two axles, 10 ft. centres.
G. On highway and sidewalks, a snow load of 30 lbs. per square foot, or 1,500 lbs. per lineal foot of bridge.
H. On highway; deal load above I-beams of 2,300 lbs. per lineal foot for each roadway. See plan No. 2.
I. Track-load; ties, guard rails weighing 670 lbs. per lineal foot of railway track. See plan No. 2.
J. Weight of steel floor (floorbeams, stringers and I-beams—distributed load).
K. Weight of steel-work as erected not included in 'H,' 'I' and 'J,' but including travellers and false work, etc., during erection.
L. A wind load normal to the bridge of 30 lbs. per square foot on the exposed surface of two trusses, floor and fence (fixed load) and also on travellers and false work, etc., during erection.
M. A wind load of 30 lbs. per square foot on part above fence of a train 14 ft. high (moving load).
N. A wind load equal to $\frac{1}{2}$ ('L' + 'M').
O. A wind load nearly parallel to bridge of 30 lbs., per square foot on the projected area of the steel-work and of two trains 14 ft. high on a vertical plane normal to wind, or on travellers, false work, etc., during erection.
P. Stresses due to a traction load of 750 lbs. per lineal foot on one track.
Q. Stresses due to a variation of temperature of 150° Fahrenheit.
R. Stresses due to a difference of temperature of 50° between steel-work and masonry.
S. Stresses due to a difference of temperature of 25° between the bottom chords of trusses when free motion is not allowed.
T. Stresses due to a difference of temperature of 25° between the outer web exposed to the sun and the other webs of compression members.

28. *Train loads on two tracks.*—The trains on the two tracks shall be assumed to have engines headed in the same direction, and whenever two separate loads give the maximum strains in any member, two trains shall be assumed on each track with length of train and position of engines giving the maximum.

29. *Loads used to determine section of members.*—All the coexisting loads and stresses and the deformation shall determine the section of the different members with the following restrictions:

Load 'B' will be used to determine the dimension of the masonry and anchorage and also of the connection of suspended span to cantilever arms and of any members subject to reversal of stresses under live load.

Load 'B' will also be used to establish the outline of the bridge so that the deflection due to the load will always leave the clear height as specified in paragraph 4.

Load 'C' will be used for trusses, main cables and anchorages only.

Loads 'D,' 'E' and 'F' will be used for floorbeams and stringers and members receiving their maximum strain from a length of moving load covering two panels or less.

Loads 'L,' 'M' and 'O' will be used with railway tracks loaded and no highway load.

Load 'N' will be used with railway tracks and roadways loaded.

Strains produced by 'T' will be considered as secondary strains, and loads 'S' and 'T' will not be assumed to coexist with wind loads 'L,' 'M' and 'O.'

Loads 'H' and 'I' will be used for all designs, plan No. 2 of floor being standard.

UNIT STRAINS AND PROPORTION OF PARTS.

30. *Unit strains in cantilever designs.*—All parts of the structure shall be proportioned so that the sum of the maximum strains produced by the loads specified shall not exceed the following amounts in pounds per square inch for carbon steel, when

A=Live load strains for loads as specified;
B=Dead load strains (including snow);
C=All coexisting maximum strains together, except secondary strains;
D=All coexisting maximum strains, including secondary strains.

31. *Tension members in main trusses.*—

A	B	C	D
10,000	20,000	20,000	22,000

32. *Suspenders or any members liable to sudden loading.*—

A	B	C	D
7,000	14,000	14,000	15,400

33. *Wire suspenders.*—

A	B	C	D
22,500	45,000	45,000	49,500

34. *Railway stringers.*—

A	B	C	D
8,000	16,000	16,000	17,600

35. *Floorbeams and highways stringers.*—

A	B	C	D
9,000	18,000	18,000	19,800

36. *Compression members in main trusses.*—

A	B	C	D
$10,000-40l/r$	$20,000-80l/r$	$20,000-80l/r$	$22,000-88l/r$

No compression member built of carbon steel shall, however, be strained more than 15,200 lbs. per square inch, not including secondary strains.

37. *Laterals and sway bracing.*—Take both systems in calculation of strains, disregarding reversal of strains.

For compression.. .. .. $16,000-70l/r$.

38. *Rivets.*

	Bearing.	Shear.
Floorbeams and stringers	12,000 lbs.	6,000 lbs.
Truss members; Live + Dead	15,000 "	7,500 "
Truss members; All co-existing maximum strains	20,000 "	10,000 "
Laterals and sway bracing	20,000 "	10,000 "

For field rivets reduce above by 10%.

39. *Pins.*—For values of A=10,000 in tension or over, or 10,000—40l/r in compression, and corresponding values of B, C and D, used in calculating the connected member.

Bearing.	Fibre Stress.
20,000 lbs.	24,000 lbs.

For smaller values of A, reduce in proportion.

40. *Nickel steel.*—Increase units given for carbon steel as follows:

Tension	40%
Compression and Pins	25%

No compression member built of nickel steel shall, however, be strained to more than 19,000 lbs. per square inch, not including secondary strains.

41. *Units for determining sections.*—The units giving the maximum section shall be used for proportioning the different members.

42. *Unit strains in suspension bridges.*—

Cables	55,000 lbs.
Carbon steel, tension	16,000 "
Carbon steel, compression	16,000—70l/r

Increase units by 10% where secondary strains are included.

43. *Pressure on masonry.*—

Maximum pressure on bed plates per square inch	800 lbs.
Maximum pressure on concrete per square foot	33,000 "

44. *Anchorage masonry.*—For cantilever designs, anchor piers shall show a co-efficient of safety of two.

For anchorages of suspension bridges a co-efficient of safety is to be assumed of one and one-half against both uplift and sliding.

The co-efficient of friction of masonry on rock is to be taken at 50%, but no part of the rock shall be taken as resisting the anchorage strain, as the mass of masonry only will be taken into account.

45. *Assumptions and calculations.*—In case of dispute before and after the contract is awarded, the assumptions to be made and modes of calculation to be used, shall be the ones made and used in the preparing of the plans exhibited, and the results of which are shown in the strain sheets and plans exhibited. The decision of the Chief Engineer on any such questions shall be final.

46. *Signs '+' and '—'.*—In all strain sheets the sign '+' shall denote compression; the sign '—' shall denote tension.

47. *Statically indeterminate structures.*—The strains in statically indeterminate structures shall be calculated from their elastic deformations and all assumptions made and formulæ used for the calculations must be given in strain sheets submitted with tenders.

48. *Bending strains.*—All bending strains produced by the weight of the member itself and by loads applied on the member shall be considered as primary strains.

All members shall be proportioned so that the greatest fibre strain due to this bending and axial strain together will not exceed the allowed units for the axial tension or compression in that member.

49. *Secondary strains.*—All strains produced owing to the deformation of the steel-work under any and all loads, either by the absence of pins at the joints or by the friction on pins opposing the turning of members shall be considered as secondary strains.

50. *Alternate strains.*—Members subject to alternate tension and compression shall be proportioned for either stresses. Rivets in connections and splices in all cases shall be proportioned for the sum of both stresses. Material in connections and splices shall be proportioned to resist the larger stress + 25% of the smaller stress. In no case shall the section be less than the section of the member.

51. *Net section at rivets.*—In calculating the net area of tension members, the rivet holes shall be taken one-eight inch larger than the nominal diameter of rivets before driving.

52. *Rivets.*—In proportioning rivets, the diameter of the rivet before driving shall be used.

53. *Splices in tension members.*—Tension members shall be given full splice in material and rivets.

54. *Splices in compression members.*—All splices in compression members shall be given full strength in material and one-half strength in rivets, except the top and bottom flanges which shall be given full strength in material and rivets.

55. *Net section at pins.*—Pin-connected riveted tension members shall have a net section through the end pin hole at least thirty-three per cent (33%) in excess of the net section of the body of the member and the net section back of the pin hole parallel with the axis of the member, shall not be less than eighty per cent (80%) of the net section of the body of the member. The section through the intermediate pin holes shall be increased over that of the member by the section cut out by the pin hole.

56. *Latticing.*—The latticing for compression members shall be calculated by assuming the value of $K l/r$ in the column formula $Uk = U - K l/r$ to be the maximum bending strain in the column produced by its compression. It shall also be assumed that the column will bend in a parabola. If the weight of the member produces additional shear, this must be added.

The same column formula used in proportioning the section of the member shall be used for its lattice bars. When the value of l/r for the parts of struts connected by lattice bars is more than the value of l/r for the whole strut, the former value shall be used in the calculation of the value of the strut.

57. *Plate girders.*—Plate girders shall be proportioned by their moment of inertia.

58. *Compression flange.*—The gross section of the compression flange shall not be less than the gross section of the tension flange, and the width of the flange shall not be less than one-twelfth (1-12th) of the distance between its side supports.

59. *Flange rivets.*—The flanges of plate girders shall be connected to the web with a sufficient number of rivets to transfer the total shear at any point in a distance equal to the depth of the girder at that point, and in addition any load applied directly on the flange. The wheel loads where the ties rest on the flanges shall be assumed to be distributed over three ties.

60. *Web stiffeners.*—Stiffeners shall be riveted to the web as shown in the plans exhibited.

61. *Radius of gyration of compression members.*—Minimum radius of gyration shall be one one-hunderdth (1-100th) of the length of member for trusses, and one one-hundred and twentieth (1-120th) for lateral and sway bracing struts.

62. *Materials to be used.*—Approach spans, floorbeams, stringers, buckle plates, hand railings, stairways and all rivets shall be made of carbon steel. In case the main part of any member of the trusses is made of nickel steel, all the details and connections of such member shall also be nickel steel. In case the main part of any other member of the bridge is made of nickel steel, the details and connections may be made of carbon steel.

All material in suspension designs shall be carbon steel.

DETAILS OF DESIGN.

63. *Open sections.*—Details shall be so designed that all parts will be accessible for inspection, cleaning, painting and repairs.

64. *Water pockets.*—Pockets or depressions which will hold water shall be provided with satisfactory drain holes, or be filled with acceptable waterproof material.

65. *Symmetrical sections.*—Main members shall be so designed that the neutral axis will be as near as practicable in the centre of section, and the neutral axis of intersecting main members of trusses shall meet at a common point.

66. *Adjustable members.*—Adjustable members shall not be allowed except for erection purposes.

67. *Strength of connections.*—The strength of connections shall be sufficient to develop the full strength of the member, even though the computed strain is less, the kind of strain to which the member is subjected being considered.

68. *Size of material.*—All plates and shapes shall be of the maximum sizes and thickness obtainable.

69. *Minimum thickness.*—No material shall have a thickness of less than $\frac{1}{2}$ inch for all parts of main trusses, carrying calculated strains, except lattice bars which may be 7-16 in. and lattice angles which may be $\frac{3}{8}$ in. The webs and flanges of floorbeams shall have a minimum thickness of $\frac{1}{2}$ inch.

In no case shall any material be less than $\frac{3}{8}$ in. except fillers. Lacing angles of top laterals and sway bracing, may be 5-16 in.

70. *Minimum size of rivets.*—The nominal diameter of rivets shall be at least:

⅞ in. up to 3½ in. grip;
1 in. from 3½ in. to 5½ in. grip;
1⅛ in. for 5½ in. grip and over.

and the actual diameter of the holes shall be 1-16 inch larger.

The actual diameter of the rivets will be such as to require, when heated, a slight pressure to force them into the hole. The size of the rivets shall be adjusted to fill this condition.

71. *Pitch of rivets.*—The minimum distance between centres of rivets shall be three diameters of the rivet holes.

The maximum pitch in the angles in the line of strain for members composed of plates and shapes shall be five diameters of the rivet holes. For angles with two gauge lines the maximum shall be twice the above in each line, with rivets staggered.

The maximum distance between stitching rivets in compression members shall be eight times the minimum thickness of any one of the plates connected together.

The maximum distance between stitching rivets on the edges of tension members shall be ten times the minimum thickness of any one of the plates connected.

72. *Edge distance.*—The minimum distance from the centre of any rivet to a rolled or planed edge shall be 1¼ times the diameter of the rivet hole. The maximum distance from any edge shall be eight times the minimum thickness of any one of the pieces connected, but shall not exceed six (6) inches.

73. *Pitch at ends.*—The pitch at the ends of built compression members shall not exceed four diameters of the rivet holes for a length equal to one and one-half times the depth of the member.

74. *Tension members.*—In pin-connected designs of cantilever bridges, eyebars shall be used for all main tension members where no reversal of strains occurs, except in the first panel of top chord and the first main tension member in the webs of the cantilever and anchor arms, near the main piers where built eyebars may be used and also in the end suspenders of the suspended span, where wire cables may be used.

75. *Riveting of floorbeams to posts.*—The holes in floorbeams for the rivets connecting them to the posts shall be drilled through templets on lines so inclined that, after riveting, the end moment in floorbeams is zero under full dead load and half live load.

76. *Compression members.*—The thickness of plates in compression members shall not be less than 1-24th of the distance between the lines of rivets connecting them to the flanges.

77. *Tie plates.*—The open sides of compression members shall be provided with lattice and shall have tie-plates as near each end as practicable. Tie-plates shall be provided at intermediate points where the lattice is interrupted. In main members, carrying calculated strain, the end tie-plate shall have a length not less than the distance between the lines of rivets connecting them to the flanges, and intermediate ones not less than half the distance.

78. *Lattice.*—Double lattice shall be used for all main members in trusses.

The length between rivets of flat lattice bars shall not be more than thirty (30) times their thickness. In secondary truss members and lateral struts single lattice may be used in which case the length between rivets of flat lattice bars shall not be more than forty (40) times their thickness. The inclination of lattice bars with the

axis of the member shall be about 45 degrees for double lattice and 60 degrees for single lattice.

79. *Faced joints.*—Abutting joints in compression members shall be faced.

80. *Pin plates.*—Pin holes shall be reinforced by plates when necessary and at least one plate shall be as wide as the flanges will allow so that the allowed pressure on the pins shall not be exceeded, and so that the strains shall be properly distributed over the full cross section of the member. These reinforcing plates must contain enough rivets in front of the pin to transfer their proportion of the bearing pressure.

81. *Forked ends.*—When forked ends are used they shall be made of at least twice the sectional area of the member, and at least as strong as the body of the member.

82. *Pins.*—Pins shall be long enough to ensure a full bearing of all the parts connected upon the turned body of the pin. They shall be secured by chambered nuts or be provided with washers if solid nuts are used. The screw ends shall be long enough to admit of burring the ends.

83. *Filling rings.*—Members packed on pins shall be held against lateral movement. Filling rings shall have two one-inch holes with tap screws to allow shield to be forced in.

84. *Expansion.*—Provision shall be made for the expansion produced by a variation of temperature of 150° Fahrenheit.

85. *Rigid bracing.*—Lateral, longitudinal and transverse bracing in all structures shall be composed of rigid members, at least as substantial as those shown on the Board's plans.

86. *Overhead transverse bracing.*—Transverse frames rigidly connected to posts and chords shall be used at each main post and at the ends of the through portion of the bridge. They shall be as deep as the clearance will allow. Other transverse frames shall be used at all points where needed.

87. *Length of bracing.*—All lateral and sway bracing between compression members shall be made at least $\frac{1}{4}$ in. short between field connections.

88. *End bracings.*—Deck spans shall have transverse bracing at each end, proportioned to carry the lateral load to the support.

89. *Bracing to clear ties.*—Lateral bracing in deck spans shall be far enough below the flanges to clear the ties in all cases.

90. *Top flange cover.*—Where flange plates are used, one cover plate of top flange shall extend the whole length of the girder.

91. *Web stiffeners.*—Web stiffeners shall be in pairs. Those over the end bearings shall be on fillers. The outstanding legs shall be as wide as the flange angles will allow, and they shall be brought to a close bearing against the upper and lower flange angles. Intermediate stiffeners shall be crimped over the flange angles. Their outstanding legs shall be not less than 1-30th of the depth of the girder, plus two inches. The thickness of all stiffeners shall be not less than $\frac{3}{8}$ in. and the rivet pitch in them shall be not over 5 in.

92. *Camber.*—The length of all members of the cantilevers shall be such that under dead load all panel points shall be in straight lines. For the suspended span they shall be in straight lines under maximum loads covering the entire span.

93. *Open joints during erection.*—Open joints during erection shall not be allowed in any part of the trusses.

94. *Eyebars.*—The eyebars composing a member shall be parallel to the axis of the truss. In case this is found impossible permission to use a maximum inclination of any bar limited to 1 in. in 16 feet must be obtained from the Chief Engineer.

95. *Number and size of wire suspenders at end of suspended span.*—The suspenders shall be made of the size required to meet the specifications. The number of suspenders shown on the drawings exhibited shall preferably be increased, when shop details are made so as to keep their diameter under two and one-half inches if practicable.

96. *Size of wire.*—The wire used shall not be less than No. 8 U.S. gauge.

97. *Wire splices.*—The suspenders will preferably be made without intermediate splices. If this be found impossible on account of the length of wire required, the splices shall have a strength of at least 95 per cent of the ultimate strength of the wire, so made that they will resist the tendency to open or part during the operation of winding.

98. *Size of splices.*—The splice may consist of a sleeve not more than § inches in diameter with right and left-hand threads, the wires for shop splices having cold-rolled threads and mitred ends for locking the splice. All splices shall be carefully soldered in a manner acceptable to the Engineer.

99. *Stiffening trusses in suspension designs.*—Stiffening trusses shall be designed with single intersection. The centre span truss will be without vertical or horizontal hinge in the centre, discontinuous at towers, hinged vertically and free to slide horizontally at this latter point.

Members of stiffening trusses, subjected to reversal of stress, shall be proportioned for either maximum tension or compression. Rivets in connections and splices, in all cases, shall be proportioned for the sum of both stresses. Material in connections and splices shall be proportioned to resist the larger stress + 25% of the smaller stress. In no case shall the section be less than the section of the member. Abutting joints shall be faced.

100. *False works on concrete pedestals.*—All false work shall rest on concrete pedestals built at least five (5) feet deep into the ground.

101. *Permanent stairways, &c.*—The Contractor shall design, provide and erect permanent stairways with hand railings on both sides of the bridge at each end portal of the anchor arms and suspended span, giving access from the floor to the top chords, and also one permanent staircase leading from the floor to the top of each main and anchor pier, or twelve in all.

The Contractor shall also design, provide and erect a permanent walk with hand railings on each side, for the whole length of both top chords and across the ends of the suspended truss and anchor arms and across the bridge at the main posts over both main piers.

The permanent stairs shall be made of checkered steel or cast iron, and the walks of wood, all firmly held in place.

Hand railings may be made of wire ropes supported on steel standards securely held in position.

102. *Traction brakes.*—The Contractor shall also provide and erect, between the suspended span and the cantilever arms, effective brakes to prevent motion of the suspended span under traction forces.

103. *Modification to plans exhibited.*—If possible, all top chord supports shall be given the same appearance in elevation, and all top laterals be given the same depth.

STRAINS SHEETS, PLANS AND QUANTITIES.

104. *English units to be used.*—All strains given must be in 1,000 lbs. units, and English weight and measures are to be used.

105. *Erection plans.*—All tenders on the Board's and Contractor's designs must be accompanied by plans showing clearly the method of erection and traveller proposed, so that erection strains may be readily checked.

106. *Strain sheets.*—The Contractor offering his own design must furnish complete strain sheets giving the primary and secondary strains under all conditions of load, during and after erection, and when requested to do so, he must, to facilitate checking, furnish in detail the calculations by which his trains were obtained.

Separate strain sheets must show all strains:

I. From uniformly distributed dead load;
II. From all other dead loads;
III. From live load;
IV. From wind;
V. From temperature;
VI. From traction;
VII. From the maximum co-existing loads.

107. *Section of members.*—The section of all members must be given in detail on the strain sheets and the radii of gyration of all built up members must be shown.

108. *Plans to be furnished with tender on contractor's plans.*—The plans submitted must show the details of the make-up of all truss members and their splices, of the floor, of the laterals and sway bracings and all connections, of the lacing of all compression members and of the pedestals anchorages.

The plans submitted must also show all deflections of all parts under the maximum cases of loading specified.

The strain sheets and plans submitted must give all the information needed for determining the adequacy and the agreement with the specifications of the proposed design and for judging the difficulties and the time required for the erection.

109. *Estimate of quantities on Contractor's design.*—The bids must be accompanied by a detailed estimate of quantities. This estimate must give separately the weight of steel in the cross floorbeams, the steam railway stringers, the highways stringers, and the I-beams above the roadway stringers; that of the trusses, the bottom and top laterals and the cross bracing, that of the pedestals and the anchorages, and in all trusses the weight of the bottom chords, top chords, web members and pins. In all built members the weight of the body $= \Sigma\, a \times l' \times 3.4$ (where a is the area in square inches and l' the length in feet from centre to centre of connection) and the remaining weight of the member or group of members must be given separately. Weight of travellers, temporary members and false works, when they affect the strains in the bridge, must also be given.

The weights must be given in sufficient detail so that the assumed dead loads and their distribution over the length of the bridge can be easily and quickly checked. The assumed dead loads and wind pressures and their location must also be given on the strain sheets.

110. *Quality of material used in contractor's cantilever designs.*—The plans shall show for all parts of the trusses and bracing whether the material intended to be used shall be nickel steel or carbon steel; wherever such information is lacking, the material intended to be used will be assumed to be nickel steel.

111. *Masonry piers.*—Contractors offering their own plans will also send plans of the masonry abutments and piers required (other than the main piers), subject to these specifications.

112. *Railway tracks.*—The railway tracks will be built as per drawing exhibited, with two stringers 8 ft. apart under each track.

113. *Strain sheets and plans after contract is awarded.*—I. As soon as the contract has been awarded the Contractor shall furnish all erection plans, strain sheets and deformation diagrams and details in connection therewith or incidental thereto, to conform with the plans and specifications submitted or accepted by the Minister, all of which erection plans and the details in connection therewith or incidental thereto shall be subject to the approval of the Chief Engineer, and any substitution for, alteration in or modification of any such erection plans, submitted or approved by the Minister, shall be subject to the joint approval of the Board and the Contractor.

II. The Contractor shall furnish strain sheets and deformation diagrams together with all detailed calculations in connection therewith, or incidental thereto, or in connection with or incidental to the contract work covered, or intended to be covered thereby, which strain sheets, diagrams and detailed calculations shall be subject to the approval of the Chief Engineer, and any substitution for, alteration in or modification of any such strain sheets, diagrams and any such detailed calculations shall be subject to the joint approval of the Board and of the Contractor.

III. The Contractor shall furnish all shop drawings for the approval of the Chief Engineer and shall not order or manufacture any materials in connection with or incidental to the contract work, or any part thereof, or execute any work, covered, or to be covered by such drawings or any of them, under the contract, plans and specifications as a part of such contract, or any of them, until such shop drawings have been first approved by the Chief Engineer.

114. *Size of plans.*—All plans, strain sheets, &c., made by the Contractor after the contract is awarded, shall be made on sheets of uniform width.

115. *Where final plans have to be made.*—To prevent delays, all drawings and strain sheets, after the contract is awarded, shall be made at one place in Canada, and all shop drawings shall be made in full detail according to the best American practice, using English measures.

The principal assistant engineer, with a sufficient staff, may be sent to the place where the drawings and strain sheets, referred to above, are made, so as to check all calculations and plans without delay; in which case, the Contractor, at his own cost, shall provide such staff with a private office and such desks, seats, tables, chests of drawers for plans, &c., as will be found necessary for the proper performance of their work.

116. *Erection strain sheets and plans.*—The erection plans shall show all travellers, machinery, lifting tackle, gripping apparatus, temporary members, false work, &c., in full detail so that their weight may be accurately ascertained. Every stage of erection shall be carefully planned showing position of travellers, locomotives, cars and other loads, so that the strains in the different permanent members of the bridge, temporary members and false works, as well as the stability of the structure and

false work, under maximum conditions of loading, wind and temperature, may be fully provided for.

117. *Dimensioning of truss members for erection strains.*—In dimensioning truss members for erection strains the calculated weights of travellers, locomotives, cars, &c., shall be increased 10% to cover any inaccuracy in the estimated loads. This, however, shall not apply to wind loads.

118. *Final strain sheets.*—Strain sheets shall be made by the Contractor in at least as much detail as in the strain sheets exhibited, for all loading separately, and also added together, as per these specifications. Such strain sheets shall be corrected from time to time as the work proceeds on the shop and erection plans.

They shall be considered complete and satisfactory, and approved only when the exact weights and loads have been ascertained and checked by the Chief Engineer.

119. *Shop plans.*—Shop plans shall be approved only when they have been made to conform with the strain sheets and when such plans and strain sheets agree absolutely.

120. *Floating the suspended span.*—The suspended span as shown on drawing No. 1 and the detail drawings exhibited, has been designed for erection by cantilevering out. If said span be floated, its calculation, shape and design shall be altered, approximately as shown on drawing 1a, to meet the new conditions of erection, and the calculations and plans of the cantilevers altered for the new design.

121. *Copies of plans to be furnished by Contractor.*—The Contractor shall furnish the Minister with five copies of all plans made for or in connection with this work, as well as all copies needed by the inspectors. At least two of the copies to be furnished shall be made on blue print linen. The Contractor shall also furnish the Minister with three copies of all invoices.

WORKMANSHIP.

122. *General.*—All parts of the works be built in accordance with the approved plans.

The workmanship and finish shall be the best that the most suitable modern machinery and skilled labour to be obtained can give, to meet these specifications.

123. *Straightening material.*—Material shall be thoroughly straightened in the shop by methods that will not injure it, before being laid off or worked in any way.

124. *Planed edges.*—All sheared edges shall be planed off at least $\frac{1}{4}$ in.

125. *Rolled edges.*—Rolled edges through which strains are transmitted by bearing shall be treated like sheared edges.

126. *Sub-punched and reamed work.*—Members made entirely of carbon steel, except I-beams, may be sub-punched and reamed, but no punching shall be allowed on material over 11-16 in. thick.

127. *Drilled work.*—All members built partly or entirely of nickel steel, all I-beams and all carbon steel more than 11-16 in. in thickness shall have all holes drilled after assembling, and all parts not riveted before shipping match-marked.

128. *Templets.*—The templets shall not be applied to any material unless it is perfectly straight. They must lay flat without any distortion while the marking is being made.

129. *Reaming.*—Punched holes shall be made with a punch 3-16 in. smaller in diameter than the nominal size of the rivets and shall be reamed to a finished diameter of not more than 1-16 in. larger than the rivet.

130. *Reaming after assembling.*—Reaming of punched holes shall be done after the pieces forming one built member have been assembled and firmly bolted together to the satisfaction of the inspector.

Holes for field connections other than field splices of main members shall be reamed or drilled, as the case may be, to a steel templet at least one inch thick.

Reaming shall be done with twist drills working without vibration so as to obtain a hole perfectly cylindrical and perpendicular to the plane of the metal.

If it be necessary to take the pieces apart for shipping and handling, the respective pieces reamed together shall be so marked that they may be reassembled in the same position in the final setting up. No interchange of reamed parts will be allowed.

131. *Removing burrs and fins.*—Before assembling and after drilling, reaming and planing, all burrs and fins shall be removed from punched, drilled or reamed holes and sheared edges.

132. *Size of rivets.*—The size of rivets, called for on the plans, shall be understood to mean the actual size of the cold rivet.

133. *Punching.*—The diameter of the die shall not exceed that of the punch by more than 1-16th of an inch.

Punching must be accurate so that all parts of the hole shall be cut by the reamer.

134. *Use of large rivets.*—Wherever in riveted work the punching is not close enough to permit the reamer to properly clean up all parts of the holes, such holes must be reamed out for the next larger sized rivets. When holes cannot be cleaned up for the next larger sized rivets, the parts inaccurately punched shall be rejected.

135. *No heavy drifting.*—Under no circumstances will heavy drifting be permitted.

136. *Planing edges.*—All plates shall be strongly held against displacement when edges are being planed.

137. *Drilling rivets holes in built members.*—All drilling shall be done after the pieces forming one built member have been assembled and firmly held together.

Drilling shall be done with machines working without vibration so as to obtain a hole perfectly cylindrical and perpendicular to the plane of the metal.

Drills shall be sharpened often enough so as to leave a smooth surface to the interior of the hole and shall be rejected when they are worn out to 1-64th in. below gauge.

138. *Drilling rivet holes in splices.*—When compression members are spliced on both sides, the splicing material on one side shall be drilled with one of the spliced portions of the member and the splicing material on the other side shall be drilled with the other portion of the member. The two portions of the member shall then be faced, if required, and assembled together to exact length and held firmly in position; the half drilled splicing material shall then be bolted securely in place and the blind holes drilled through the holes of the member as a templet.

139. *Members to be straight.*—The several pieces forming one built member shall be straight and fit closely together, and finished members shall be free from twists, bends and open joints.

140. *Assembling compression members.*—All compression members between end pins shall be completely assembled in the shops. The different parts shall be firmly held together by turnbuckles before the final drilling of splicing material. Before taking apart, all pieces shall be permanently match-marked. The shoes and such other parts of the work as the Engineer shall deem necessary to assemble completely in the shop, to insure proper fit in the field, shall be so assembled.

141. *Finish of joints.*—After the whole member between splices is assembled and completely riveted up with splice holes bolted, abutting joints in compression members shall be truly faced so as to have even bearings when perfectly aligned.

This facing on the main members of the trusses shall be done with planing machines. Rotary cutters shall not be allowed.

142. *Web stiffeners.*—The ends of stiffeners shall be faced and shall be brought to a true contact bearing with the flange angles.

143. *Splice plates and fillers.*—Web splice plates and fillers under stiffeners shall be cut to fit exactly between flange angles.

144. *Web plates.*—All buckled web plates shall be rejected. Web plates of girders which have no cover plates, shall not project above the angles and never be more than 1-16 in. below a true plane coincident with the roots of the angles.

145. *Connecting angles.*—The outstanding legs of all connection angles, connecting stringers to floorbeams or floorbeams to posts, chords, or other members, must not exceed an angle of 90° by more than ¼ in. at the end of the longer leg.

In fitting these angles to the stringers or floorbeams, they shall be so fitted that the exact length is measured to the root of the angles, the two roots being in exactly the same plane. The entire end of the assembled member shall then be faced, so as to provide against any reduction of area of the angle at the root by such facing, and in such a way as to secure a true surface for the whole width of the connection, and to allow all parts to be drawn together without any strain in the rivets.

146. *Assembling before riveting.*—Riveted members shall have all parts well pinned up and firmly drawn together with a sufficient number of bolts before riveting is commenced. Care shall be taken to see that no clips from drilling or reaming have been left between the different parts. The surfaces coming in contact shall each be painted before being bolted together.

147. *Rivet forges.*—Rivets, both in the shop and in the field, shall be heated in oil, gas or hard coal furnaces of a form approved by the Engineer. Hand forges can be used only in special cases by permission of the Engineer.

148. *Heating rivets.*—The rivets shall be heated in the furnace at the highest possible temperature without burning, and must be driven without delay. The head of the rivet must be at least at the same temperature as the body. Rivets that 'split' on being taken from the furnace shall be thrown away.

Any rivet heater who is not able to heat the whole of the rivet at the same bright heat without burning, shall be immediately discharged.

149. *Removing scale.*—Before the hot rivet is put in place any scale formed during heating shall be removed.

150. *Driving rivets.*—Rivets shall be driven by pressure tools. Where this is found impossible pneumatic hammers shall be used. As soon as the pressure becomes inadequate, riveting must stop until the pressure has been raised.

151. *Rivets.*—The rivet heads must be hemispherical and of uniform size, for the same sized rivets, throughout the work. They must be full and neatly made and even show a small rounded burr to prove that the rivet was long enough. If the burr so formed is unsightly, it shall be neatly cut with a hand chisel. Heads must be concentric with the rivet holes and the connected pieces thoroughly pinched together. Caulking or recupping is expressly forbidden.

152. *Snaps.*—The snaps used shall be of a pattern approved by the Engineer. They must have flat edges to prevent cutting into the plates and when in use must be normal to the surface of the member.

153. *Bad rivets.*—All rivets with crooked or cracked heads, or heads not formed centrally on the shank, or rivets which are loose, either in the hole or under the shoulder shall be removed as soon as marked by the inspector, and replaced.

154. *Cutting rivets.*—If it is found that the cutting and removing of rivets spoils the holes or the material, the rivets shall be removed by drilling.

155. *Discharging riveters.*—Any gang of riveters in whose work too many defective rivets are found will not be allowed to do any further riveting on these works.

156. *Dollys.*—All dollys shall be cup dollys to fit the rivets heads, as no flat heads will be allowed except where specified on the shop plans.

157. *Eyebars.*—Eyebars shall be straight and true to size, neatly and smoothly finished, and shall be free from twists, folds in the neck or head, or any other defect. All small cracks in the heads or neck shall be carefully cut out, and if found too deep shall cause the bar to be rejected. Heads shall be made by upsetting, rolling or forging, but no patching at the forge fire will be allowed on bar or head.

Welding will not be allowed.

The forms of heads will be determined by the dies in use at the works where the eyebars are made, if satisfactory to the engineer, but the Contractor shall guarantee the bars to break in the body when tested to rupture. The thickness of head and neck (unless authorized by the Chief Engineer before the drawings are made) shall be at least equal to and shall not exceed, by more than $\frac{1}{8}$ inch, the thickness of the bar.

The heads shall be neatly and smoothly finished to the size and form given on the approved shop drawings, and be symmetrical about the axis of the bar.

158. *Boring eyebars.*—Before boring, each eyebar shall be properly annealed and carefully straightened. Pin holes shall be in the centre line of bars and in the centre of heads. The eyebars of each panel shall be piled on each other at the shops and the pins for which they are bored shall be passed through the holes at both ends of the bars at the same time without forcing.

159. *Annealing.*—Air quenching and annealing in special gas furnaces may be specified before the date at which the tenders are to be received. If no such specification be issued the choice of the mode of annealing will be left to the Contractor.

160. *Gradual heating.*—The bars must be gradually raised to the required temperature for upsetting or annealing, and not thrust cold into a highly heated furnace.

161. *Wire suspenders.*—The method of making the strands shall be selected by the manufacturer, but must be approved by the Chief Engineer, and give, in full size tests, the specified requirements.

162. *Binding strands.*—When all the wires have been laid in place around the shoes, under suitable and even tension, they will be bound together by bands to keep them in their proper position.

These bands will be composed of five or six turns of No. 10 U.S. gauge wire, securely locked and will be placed at intervals not to exceed two feet.

163. *Cable shield.*—The cable shield for filling the interstices between the wires of the strands shall be some form of neutral mineral oil or other material of composition and consistency approved by the engineer. It shall be applied so as to thoroughly and permanently fill the interstices between the wires.

164. *Straining before boring.*—All suspenders before boring shall be put under a tension of at least 40,000 lbs. per square inch for at least one hour, with the shoes securely attached.

The shoes shall then be bored under an even tension for all suspenders of about 10,000 lbs, per square inch.

To ascertain the probable stretch of such suspenders the manufacturer, at his own cost, shall first furnish, build and test, one after the other, so as to remedy possible defects, three suspenders of the length prescribed and ascertain their stretch under loads of 10,000, 20,000, 30,000 and 40,000 lbs. per square inch. In case of non-uniformity in the results, the manufacturer, at his own cost, shall furnish, build and test additional suspenders until sufficient uniformity be obtained.

165. *Covering of suspenders.*—The suspenders shall be thoroughly protected from the weather. The protection shall be so designed in as many parts as will make them easy to handle and so that they may be readily removed to allow inspection of all parts, and easily put back in place.

166. *Pin holes.*—Pin holes shall be bored true to gauges, smooth and straight, and at right angles to the axis of the member and parallel to each other.

The boring shall be done at one operation on the entire members after all the shop riveting has been completed.

167. *Location of pin holes.*—All pin holes shall be drilled in their exact positions within 1-32 in. and any templets or other means or apparatus required for checking said positions, without any chance of error over 1-32 in., shall be furnished by the Contractor.

168. *Measurement of members with pin holes.*—Measurements of lengths of members with pin holes shall be taken between bearing surfaces of such pin holes and not centre to centre.

169. *Size of pin holes.*—The diameter of pin holes shall be 1-50th in. larger than that of the pin for pins up to six (6) in. diameter and 1-32nd in. for larger pins.

170. *Pins over six inches diameter.*—Pins over 6-inch diameter shall be forged and must be sufficiently worked under the hammer to insure sound material.

171. *Pins and rollers.*—Pins and rollers shall be accurately turned to gauge and shall be straight and smooth and entirely free from flaws. All pins over six (6) inches shall have holes at least two (2) inches in diameter, drilled exactly in the centre.

172. *Castings.*—All castings shall be steel castings and shall be annealed.

173. *Welds.*—Welds in steel will not be allowed.

174. *Bed plates.*—Expansion bed plates shall be placed true and smooth. Cast wall plates shall be planed top and bottom. The cut of the planing tool shall correspond with the direction of expansion.

175. *Pilot nuts.*—Pilot and driving nuts shall be furnished for each size of pin, in such numbers as may be ordered.

176. *Shipping details.*—Pins, nuts, bolts, rivets and other small details shall be boxed or crated.

177. *Weight.*—The weight of every piece and box shall be marked thereon in plain figures.

178. *Standard tapes.*—All tapes or other measuring apparatus shall be tested so as to absolutely conform to the chosen standard. Tapes shall be standardized lying flat and supported on their entire length under a tension of ten (10) pounds.

179. *Tension on tapes.*—All measurements shall be made with tapes lying flat and supported at frequent intervals, firmly held at one end and under a permanent tension of ten (10) pounds.

All important measurements shall be made by the Engineer himself.

180. *All tapes to be furnished by the Contractor.*—All tapes and attachments needed by inspectors in the shops and during erection shall be furnished by the Contractor.

SHIPPING AND ERECTION.

181. *Loading, &c.*—At all stages of the work the material shall be handled with the greatest care to prevent any deformation, bend or twist of the members or any of their parts.

Cranes and special gripping apparatus for every piece, approved by the engineer, shall be provided for this purpose, as no skidding will be allowed. The engineer shall have the absolute right to stop and prevent any handling he may deem to be injurious to any part of the material and his orders shall be obeyed at once.

Material shall be loaded with the greatest care and to the satisfaction of the Engineer, so as to prevent injury in transit.

182. *Shipping suspenders.*—Suspenders shall be shipped with their shoes in place and firmly connected to them, be laid on the cars without bends and thoroughly protected from the weather. They shall be handled throughout with the greatest care.

183. *Weighing.*—The inspector shall be notified before the weighing of any material is done, and copy of the weights shall be immediately sent to the Engineer.

The materials may be weighed before or after painting, but no allowance for painting after weighing shall be made.

The weight of field rivets paid for shall be the weight of the rivets actually left in the bridge.

184. *Storing material.*—All material, both in the field and at the shops, must be so stored as to prevent injury to it, and to prevent, as far as possible, any accumulation of water or dirt on it.

Stringers and floorbeams must be stored on edge and not be laid on their sides.

185. *Inspection.*—When the material is unloaded it shall be reinspected before erection.

186. *Erection.*—Erection shall be proceeded with according to the approved programme.

All main members, between panel points, shall be completely riveted before another main panel is erected.

187. *Bolts and drifts.*—Two-thirds of the rivet holes in erection splices and connections shall be filled up with bolts and one-third with drift pins, equally distributed

throughout the joint. The diameter of erection bolts and drift pins, and the shape of drift pins must be approved by the Engineer. Before riveting, all bolts shall be screwed up as tight as possible. Not more than one-third of the holes not filled up with rivets shall at any time be without bolts properly distributed to ensure a thorough pinching of the materials.

188. *Mode of erection.*—The cantilevers may be erected either by first building the shore arm complete, or by starting on both sides of the main piers. In the latter case, a concrete pier shall be built at the first panel point from the main pier towards the anchorage, and the stability of the works under wind and temperature shall be secured by these two supports alone.

The cost of said concrete piers and concrete foundations under the false work shall be borne by the Contractor.

In any case the shoes shall first be put in place and securely bolted to the masonry and the erection of the bottom chord shall start from the shoes.

189. *Anchorage.*—All anchorage steel built in the piers shall be laid by the Contractor. It shall be manufactured, shipped and erected so as not to delay the Contractor for masonry.

190. *Reversed strains during erection.*—Whenever tension members have to temporarily carry compression during erection, they shall be so packed and stayed as to be able to safely carry said compression.

191. *Cantilevering out suspended span.*—In case the suspended span is erected by cantilevering out, its erection shall be started only after the Chief Engineer is satisfied that the final connection can surely be made before winter interrupts the work.

192. *Surveys and location.*—The Contractor shall make all necessary measurements to check the location of the masonry piers and abutments and a complete agreement as to these measurements must be arrived at between the Contractor and the Chief Engineer before erection begins. Any error between the plans and the masonry as built shall be corrected in the dimensions shown on the plans.

The Contractor shall also locate the shoes, anchorages and all other parts of the bridge and must come to a complete agreement on said location with the Chief Engineer.

And the Contractor shall be held entirely and completely responsible for any errors in the measurements and locations mentioned in this paragraph.

193. *Holes for stone bolts.*—Holes for stone bolts connecting the shoe to the pier shall be drilled in the masonry with the greatest care so as not so split the stone, as soon as all the shoes have been placed in their final positions.

194. *Filling with concrete.*—The interior of any part of the shoes shall be filled with cement concrete, and cement mortar and grout where and when ordered by the engineer.

195. *Open joints during erection.*—See paragraph 93.

196. *Web members in tension.*—All pins, of each panel, in web members made of several lengths of eyebars, shall be kept in straight line at all stages of erection.

197. *Workmanship.*—All other pertinent clauses of these specifications shall apply to erection.

198. *Maintenance of staging, false work, &c.*—The Contractor shall keep all staging and false work in a safe condition, and provide such temporary stairways, gangways, staging, rope railing, &c., as the Engineer may direct to allow a thorough inspection of the work during construction.

MATERIALS.

Rolled Carbon Steel.

199. *Furnace used.*—All structural steel shall be made in an open-hearth furnace.

200. *Decarburization.*—During the reduction of steel in the open-hearth furnace decarburization below 0.12 per cent of carbon will not be allowed.

201. *Phosphorus and sulphur in stock.*—No stock used in the open-hearth furnace shall contain more than .10 of one per cent of phosphorus or more than .07 of one per cent of sulphur.

202. *Iron ore.*—The use of iron ore for the reduction of carbon in the furnace charge will be permitted according to usual and good practice.

203. *Recarburization.*—The recarburization of steel and addition of manganese shall be performed in a careful manner, giving the most uniform results and to the satisfaction of the Engineer.

204. *Chemical requirements.*—The ladle tests of steel as usually taken shall not contain more than the following proportions of the elements named:

	Acid.	Basic.
Phosphorus	.06 per cent.	.04 per cent.
Sulphur	.04 "	.04 "
Manganese	.60 "	.60 "
Silicon	.10 "	.10 "

It is desired that the carbon contents be as small as possible to meet the specifications.

205. *Rivet steel.*—The ladle tests of the carbon rivet steel shall not contain more than .035 of one per cent of phosphorus, and not more than .03 of one per cent of sulphur.

206. *Ingots.*—The amount of discard from the top and bottom of ingots must be sufficient to insure steel of uniform quality, free from piping and undue segregation.

Slab ingots shall not be allowed.

207. *Finished product.*—The finished material shall be free from injurious seams, flaws, cracks or defective edges, and have a clean smooth finish.

It shall be true to section. The variation in weight shall be in accordance with the standard specifications of the American Society for testing materials.

208. *Physical requirements.*—Specimens cut from the finished material shall show the following physical properties:

Material.	Ult. Strength. (Lbs. per square inch.)	Minimum Yield Point. (Lbs. per square inch.)	Minimum Elongation. (Per cent. in 8 inches.)	Minimum Reduction. (Per cent of area.)
Shapes and plates	62,000 to 70,000	35,000	$\frac{1,500,000}{\text{ultimate.}}$	44 per cent.
Rivets	48,000 to 56,000	28,000	$\frac{1,500,000}{\text{ultimate.}}$	50 per cent.

Yield point to be determined by drop of the beam.

Speed of machine for testing samples to be such that material under tension will not elongate more than one inch in two minutes.

209. *Bending tests.*—Specimens cut from plates, bars and shapes two inches wide shall bend cold 180 degrees around a rod of a diameter equal to the thickness of the specimen; when at or above a red heat, 180 degrees flat.

Specimens cut from rivet rods shall bend 180 degrees flat when cold, or when at or above red heat. A test piece two inches long when heated to a bright cherry red shall flatten longitudinally under the hammer to a thickness of $\frac{1}{4}$ inch without cracking on the edges.

Full sized sections of eyebar material as rolled without annealing shall bend cold about a rod of diameter equal to twice the thickness of the bar.

All specimens in bending tests must show no signs of cracking on the outside of the bend.

210. *Fractures in tension.*—The fracture of all tension tests shall show a fine, silky texture, of a uniform bluish gray or dove colour, free from black or brilliant specks, and show no sign of crystallization.

ROLLED NICKEL STEEL.

211. *Furnace.*—All nickel steel shall be made in an open-hearth furnace. It shall be made in the same manner and of the same stock as specified for rolled carbon steel with the addition of nickel.

212. *Chemical requirements.*—The ladle test shall contain not less than 3.25 per cent of pure nickel, and not more than the following proportions of the elements named:

	Acid.	Basic.
Phosphorus	.06 per cent.	.04 per cent.
Sulphur	.04 "	.04 "
Manganese	.60 "	.60 "
Silicon	.10 "	.10 "

213. *Heating and rolling.*—Care shall be taken in the heating and rolling of nickel steel to prevent the formation of heavy scale. The material must not be pitted by rolling the scale into it. All material with pitted or heavily scaled surfaces, or with ragged edges, will be rejected.

214. *Physical requirements.*—Nickel steel for plates and shapes in the finished material must meet the following physical requirements:

Ultimate strength, 83,000 to 95,000 lbs. per sq. in.
Yield point, 55,000 lbs. per sq. in. minimum.

$$\text{Elongation in 8 inches (per cent.),} \frac{1{,}600{,}000}{\text{ultimate}} \text{ minimum.}$$

Reduction of area, 40 per cent. minimum.

Nickel steel for pins in the finished material must meet the following physical requirements:

Ultimate strength, 90,000 to 100,000 lbs. per sq. in.
Yield point, 55,000 lbs. per sq. in. minimum.

$$\text{Elongation in 8 inches (per cent.).} \frac{1{,}500{,}000}{\text{ultimate}} \text{ minimum.}$$

Reduction of area, 35 per cent. minimum.

STEEL CASTINGS.

216. *Furnace.*—Steel for castings shall be made in an open-hearth furnace.

217. *Stock.*—At least one-third of all stock used for steel castings shall be pig-iron; and, when scrap is used it shall be of a kind and quality satisfactory to the Engineer.

218. *Decarburization.*—During the reduction of the steel in the furnace, it shall not be decarburized below .10 of one per cent.

219. *Use of iron ore, &c.*—In making steel for castings, the use of iron ore, ferro silicon, ferro-manganese and spiegeleisen will be allowed according to usual and good practice.

220. *Chemical requirements.*—The ladle test of steel for castings shall not contain more than the following proportions of the elements named:

Phosphorus	.04	of one per cent.	for basic steel.	
Phosphorus	.06	of one per cent.	for acid steel.	
Sulphur	.05	"	"	"
Manganese	.75	"	"	"
Silicon	.35	"	"	"

221. *Annealing.*—All steel castings shall be carefully and thoroughly annealed in a manner approved by the Engineer, and shall have a fine grained or silky fracture.

222. *Soundness of castings.*—All castings shall be sound and free from shrinkage cracks and as free from sand holes and blow holes as the latest and best practice can produce. The Engineer shall be the final judge as to whether a defect is sufficient cause for rejection. Every casting which contains a blow hole or blow holes, or any other cavity or flaw of such size so placed as to injure it materially, shall be rejected.

223. *Welding of castings.*—No electric or other welding or patching of defects in castings shall be done, unless authorized by the Engineer. Any such welding or patching done without the Engineer's consent shall cause the rejection of the casting.

224. *Physical tests.*—Test pieces taken from coupons on the annealed castings shall show an ultimate strength of not less than 65,000 lbs. per square inch, an elastic

limit of at least 35,000 pounds per square inch, and an elongation of not less than 20 per cent. in two inches. They shall bend without cracking 120 degrees around a rod twice the thickness of the test piece.

225. *Shape and finish.*—All steel castings must be true to the drawings, with smooth surfaces, and all re-entrant angles must be neatly filleted. They must be planed exactly true and smooth where the drawings require, and all holes for bolts must be drilled accurately to metal templets. Bolt holes in castings shall be 'spot-faced' wherever required by the Engineer.

226. *Cleaning.*—All cores of castings shall be thoroughly removed and the mould sand thoroughly cleaned from the surfaces.

CABLES, SUSPENDERS AND HAND ROPES.

227. *Steel for wire.*—All steel for wire for the cables, suspenders and hand ropes shall be made throughout in an open-hearth furnace, lined with silica.

The wire for serving the cables shall be made of Norway iron of a quality approved by the Engineer.

228. *Stock.*—The melting stock used for wire steel shall consist of pig iron to the extent of not less than 45% of the total charge, together with other suitable melting stock. None of the pig iron and none of the other melting stock shall contain more than .03 of one per cent of phosphorus or .03 of one per cent of sulphur.

229. *Reduction of carbon.*—The use of iron ore for the reduction of carbon in the furnace charge will be allowed according to the usual and good practice.

230. *Recarburization.*—The recarburization of steel is essential and the addition of manganese and carbon shall be accomplished by the use of ferro-manganese or spiegeleisen only, and shall be performed carefully, in a manner most likely, in the opinion of the Engineer, to give good results.

231. *Decarburization.*—During the reduction of the steel in the open-hearth furnace, it shall not be decarburized below .20 of one per cent.

232. *Chemical requirements.*—The ladle tests of the steel shall conform to the following chemical requirements:

Carbon, not to exceed	.85	of one per cent.
Manganese, not to exceed	.55	"
Silicon, not to exceed	.20	"
Phosphorus, not to exceed	.04	"
Sulphur, not to exceed	.035	"
Copper, not to exceed	.02	"

233. *Ingots.*—The finished steel shall be cast in ingots of such size, weight and shape and so poured as, in the judgment of the Engineer, to eliminate to the greatest degree piping and harmful segregation. All surface defects shall be removed, and enough of the top of each ingot discarded to insure sound material. This discard must represent not less than 30 per cent of the weight of the ingot, and shall extend as much farther as may be necessary to secure freedom from pipings and injurious segregation.

234. *Billets.*—The wire billets rolled from these ingots shall be free from cracks and seams, and shall be straight and have square sections, suitable for rolling into

wire rods. The billets shall be cut into uniform lengths, to weigh not less than 350 pounds each, and surface defects shall be cut out.

235. *Physical requirements.*—The wire for cables, hand ropes and suspenders shall have an ultimate strength of not less than 215,000 pounds per square inch before galvanizing, and an elongation of not less than two per cent in twelve inches of observed length, the stretch to be measured while the specimen is in the testing machine. The bright wire shall be capable of coiling cold around a rod of 1½ times its own diameter without sign of fracture. The cable wire before galvanizing shall not vary in gauge more than 3-1000 of an inch. It shall be drawn on large-sized blocks, and finished in single lengths of not less than 3,000 feet, and shall be drawn as straight as possible without any kinks or sharp bends. After galvanizing, the steel wire shall have an ultimate strength of not less than 200,000 pounds per square inch of gross section.

236. *Wire straightening.*—No machine straightening of wire shall be allowed. The wire must not, from tendency to coil, cause trouble or delay during any of the operations, from the splicing and winding on reels, to the completion of stringing into cable strands.

237. *Cable shield.*—While reeling the wires on large reels after galvanizing and splicing, the wires shall be run through a bath of cable shield so that they will be thoroughly coated therewith.

238. *Number of tests of wire.*—Sufficient physical tests on the finished coils of wire shall be made at the mills to satisfy the Engineer that the wire meets the specified requirements; but tests may be taken from both ends of each coil, in order to insure the specified physical requirements. Tests on pieces of wire not less than twelve feet long shall also be made.

239. *Field splices.*—All field splicing of wire shall be done with thread cutting dies of approved pattern and in first-class condition, and shall be done by skilled workmen.

240. *Strength of wire for ropes.*—The wire for the cables, cable serving, hand ropes and suspenders shall be galvanized and inspected as to the following requirements for galvanided wire: When galvanized, it shall gauge not more than 5-1000 of an inch larger than the bright wire. The galvanized wire shall have an elongation of 4 per cent in twelve inches of length, as observed under tension, and shall bend continuously around a mandrel four (4) times the diameter of the wire without breaking or peeling off any of the zinc coating.

241. *Zinc for galvanizing.*—The galvanizing shall consist of a coat of zinc 99.75 per cent pure containing not more than .03 of one per cent. of iron. It shall be applied in the molten state in an even and uniform manner.

The zinc coating shall be so applied that it will adhere firmly to the surface of the wire and form a continuous coating of uniform thickness.

242. *Test for galvanizing.*—All specimens of galvanized wire shall be capable of withstanding the following test:

The sample shall be immersed in a standard solution of copper sulphate for one minute, immediately washed in water thoroughly and wiped dry. This process shall be repeated. If, after the fourth immersion there should be a copper-coloured deposit on the sample, or the zinc should have been removed, the sample shall be rejected.

243. *Solution for test.*—The standard solution of copper sulphate shall consist of a solution of commercial copper sulphate crystals in water. This solution shall

have a specific gravity of 1.185 at seventy (70°) Fahrenheit. While a sample is being tested, the temperature of the standard solution shall at no time be less than sixty (60°) degrees Fahrenheit, nor more than sixty-five (65°) degrees Fahrenheit. While galvanizing the cable wire shall be coiled on blocks not less than four (4) feet in diameter.

GENERAL PROVISIONS AS TO STEEL.

244. *Manufacturers of steel.*—All steel for any purpose in this bridge shall be made by manufacturers of established reputation for the kind and character of steel specified.

245. *Size of billets.*—All finished material shall be rolled or forged from billets which are of a size to reduce at least sixteen times in area in forming the finished shapes.

246. *Treatment of furnace charge.*—No lime or other basic material other than iron ore shall be added to the furnace charge of acid open-hearth steel during any stage of the melting or pouring of the steel.

247. *Acceptance not final.*—Acceptance of any material at the mill, foundry or elsewhere, before acceptance of the bridge by the Minister, will not be considered as final.

248. *Identification.*—No steel will be accepted unless made especially for this work; and when so made, it shall be subject to a system of identification approved by the Engineer, and, furthermore, such especially made steel shall be handled by itself or isolated in any manner required by the Engineer, to prevent the possibility of its becoming mixed with other kinds of steel.

249. *Presence of inspector.*—No steel shall be made or cast, nor shall any material be rolled unless the Engineer or inspector has been notified in time to be present.

250. *Orders to manufacturers direct.*—All orders for steel shall be placed by the Contractor directly with the manufacturer, and all such orders shall have embodied in them the full specified requirements for the same, and as many carbon or hektograph copies of all orders for steel shall be furnished to the Engineer, at the time of placing such orders with the manufacturer, as he may require.

INSPECTION AND TESTING.

251. *Inspectors.*—The mill inspection shall be made by the Contractor at his own expense.

The inspectors appointed by the Contractor must be accepted by the Chief Engineer and must be men well trained in the business, independent of the manufacturer of steel, and in sufficient numbers to give thorough inspection according to these specifications

252. *Representative of the Chief Engineer.*—The Chief Engineer, at the expense of the Minister, may appoint a representative whose duty it will be to see that the inspection is satisfactorily performed.

253. *Chemist.*—The Chief Engineer, at the expense of the Minister, may appoint a chemist who will check tests made by the Contractor, said chemist to be provided by the Contractor with all office, apparatus and chemicals necessary to perform said tests.

254. *Weekly reports.*—Weekly reports in full detail, including reports of chemical analysis shall be sent to the Chief Engineer, not later than the end of the week succeeding the week in which such tests were made.

255. *Results of tests.*—The results of physical tests must be given in pounds per square inch.

256. *Inspection.*—All stock and materials used in the manufacture of the steel and all operations at the furnaces, rolls and elsewhere about the establishments where the steel is made or manufactured, shall be subjected to the examination, approval and acceptance of the inspector, who shall have free access to all records appertaining to the manufacture of the steel, from the beginning until its final acceptance. Ingots, &c., shall be so marked that the steel and heats can be identified at any time during the process of manufacture. The marks must be stamped on the hot material.

257. *Chemical analysis, how made.*—Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese (and nickel in the case of nickel steel) shall be made by the manufacturer, from one or more test ingots taken during the casting of each melt of steel, said test or tests to be fairly representative of each melt of steel. Two correct copies of such analysis shall be furnished to the inspector. Check analyses shall be made of the finished product on drillings from the tensile or bending test pieces of the rolled or forged material, and taken as directed by the Chief Engineer or chemist appointed by him.

258. *Test pieces, plates, shapes and bars.*—Specimens for determining the tensile strength, elastic limit, per cent of elongation and per cent of reduction, of plates, shapes and bars, shall be taken from the rolled material, without annealing, unless the material itself is annealed, and specimens for bending shall be taken in the same way.

259. *Copies of records.*—The Contractor shall furnish to the inspector copies of all records and furnish all facilities necessary to enable him to readily keep track of the steel and identify any heat at any stage during the process of manufacture. Two pieces of all mill orders shall be furnished to the inspector besides the copy sent to the Engineer.

260. *Ultimate strength required.*—There shall be at least three tensile tests and two bending tests from each melt of steel.

In case the ultimate strength falls outside of the specified limits by less than one thousand (1,000) pounds, all other requirements being filled, or in case the elastic limit falls below the specified minimum by less than 1,000 lbs. all other requirements being filled, then two more tests may be taken from material of same thickness for each test thus failing, and if both such re-tests fill the requirements, the material will be accepted.

261. *Number of tests.*—If the material rolled from a melt varies in thickness by $\frac{3}{8}$ inch or more for plates and shapes, or by $\frac{1}{2}$ inch or more for bars, a test shall be made from the thickest, and also from the thinnest material rolled from the melt.

Separate tests shall be made for (1st) plates, (2nd) shapes, and (3rd) bars.

262. *Check analysis.*—Check analyses of the finished steel or wire billets may be made at any time when required by the Engineer. These check analyses shall not show a variation of more than 25 per cent above the ladle analysis for phopshorus or more than 50 per cent above the ladle analysis for sulphur. These check analyses are to be taken from the parts suspected of being most highly segregated.

263. *Additional tests.*—Additional tests shall be made if the melt is rolled at different places.

264. *Number of tests from steel castings.*—The number of coupons required on steel castings will depend upon the size and importance of the castings. They must be of such number as will insure uniformity as well as quality of the castings, and their number and location shall be determined by the inspector. Coupons must not be detached from castings until after they are annealed.

265. *Forms of test pieces.*—Test pieces will generally be of the form recommended by the American Society for Testing Materials.

266. *Contractor to furnish test pieces.*—The Contractor shall at his own expense furnish all test pieces of such shape and perform such tests thereon under the supervision of the inspector as required by the Engineer.

267. *Rivet rods.*—Specimens of rivet rods shall be cut from the finished rods without further preparation.

268. *Pins.*—Test specimens shall be cut at a depth from the cylindrical surface equal to one-half the radius of the pin. All forged pins shall be annealed. Pins shall be tested individually (tensile test), but may be forged or rolled, as the case may be, in multiples, in which case two tensile tests shall be taken, one from each end of the bar. Each pin shall be so marked as to be easily identified. Tensile tests may be the usual 8-inch specimens, or may be two inches (2″) between measuring points and $\frac{1}{2}$ inch diameter, in which case the minimum elongation in two inches shall be $\frac{1{,}800{,}000}{\text{ultimate strength}}$.

269. *Office room for inspectors.*—The Contractor shall furnish for the use of the inspector a suitably equipped office at the mills and at the shops.

270. *Facilities for inspection.*—The inspector shall be on hand to make all examinations and tests promptly. All facilities necessary must be furnished by the Contractor to the inspector to make these examinations and tests thorough and conclusive.

No material shall be inspected on the hot beds or at night, or outside in bad weather, or in dark places and the Contractor shall furnish all men and appliances necessary to handle and turn over all materials, to allow of a thorough inspection being made.

271. *Rejection.*—Any piece of material which, through oversight or otherwise has passed the inspector, may be rejected at any stage of the work, if found defective or contrary to these specifications.

272. *Stamping melt number.*—Every plate or shape shall be distinctly stamped near the middle with the melt number, which shall be surrounded with a heavy circle of white paint. Pin steel shall be stamped on ends. Rivet steel may be shipped wired in bundles with the melt number attached.

FULL SIZE TESTS.

273. *Tests required.*—The manufacturer shall at his own expense furnish, build and test the following number of samples of wire suspenders, full size eyebars, and tension and compression members.

274. *Wire suspenders.*—Two suspenders shall be tested, similar in every respect to the suspenders used, except that they shall be made of the maximum length that the longest existing testing machine will admit.

Their stretch shall be measured under increments of load of 10,000 lbs. until destruction.

The strands, as well as the shoes, shall stand, without breaking, a load of 150,000 lbs. per square inch of wire in the strands.

These tests shall be made before the suspenders used in the bridge are manufactured; and if the final strength of 150,000 lbs. per square inch is not obtained in the shoes or strands, the manufacturer shall, at his own expense, furnish, build and test other samples until two consecutive tests show the required strength.

275. *Eyebars.*—Tests of full size eyebars shall be made as follows:

From every lot of forty (40) eyebars, not rejected for surface defects, one bar shall be selected by the inspector. All bars of each lot must have had as far as possible the same treatment and have been finished at about the same time.

Each lot must be kept separate and distinct until the full size tests representing them have been made and the bars accepted.

The bars will be required to meet the specifications and to break in the body. In the event of failure to do so two additional bars shall be selected by the Engineer and tested. If either one of these bars fails to meet the specifications or breaks in the head, the entire lot of bars shall be rejected.

Full size tests of nickel steel eyebars, after annealing, must meet the following requirements:

Yield point (minimum), 47,000 lbs. per sq. in.

Ultimate strength, 75,000 to 90,000 lbs. per sq. in.

Elongation in 18 feet (minimum), 10%.

Reduction of area (minimum), 35%.

Full size tests of carbon steel eyebars, after annealing, must meet the following requirements:

Minimum ultimate strength, 58,000 lbs.

" elastic limit, 30,000 lbs.

" elongation, 10 per cent.

276. *Tests of riveted tension members in case the contract is awarded on the Board's plans.*—The Contractor shall, at his own expense, as soon as the contract has been awarded, furnish, build and test two models of each main built tension diagonal and chord of the cantilever and shore arms. (Six (6) tests altogether).

Such pieces to be of the maximum reduced section and maximum length that the largest testing machine available will break, and designed so that the pin plates, splices and body be thoroughly tested.

One leaf shall represent the member.

In case the tests are unsatisfactory the design shall be altered and new tests made at the expense of the Minister, until satisfactory results are obtained.

277. *Tests of riveted tension members in case the contract is awarded on Contractor's design.*—In case the contract is awarded on the Contractor's design, two test models of each main built tension diagonal and of each main built tension chord panel of the cantilever and shore arms shall be tested. The same specifications for tests as in the case of acceptance of Board's plans of built up tension members shall govern, but all tests shall be made at the Contractor's expense.

Tension tests of nickel steel riveted tension members must meet the following requirements:

Yield point (minimum) 55,000 lbs. per sq. in. (net section).
Ultimate strength (minimum) 75,000 lbs. per sq. in. (net section).

278. *Compression members.*—The board has made tests of nickel steel compression members representing the types of sections used in the plans exhibited. Full information about these tests can be obtained from the Chief Engineer. In case the contractor wishes to use carbon steel members of similar section or to use different sections from the ones shown, he shall, at his own expense, furnish, build and test specimens representing these sections; such specimens to be of the same number, and as nearly as possible of the same length, area and quality of material as those made by the Board.

In case the specimens of nickel steel tested do not come up to the results obtained by the Board, or in case the specimens made of carbon steel of quality specified do not come within 20% of the result obtained by the Board for nickel steel members, new sections shall be designed and tested, at the Contractor's own expense, until the required strength is obtained. In any case specimens to be tested shall be made of the same material as the members they represent.

279. *Use of testing machines.*—The Contractor shall furnish free of charge to the Minister, the use of testing machines for all tests. Eyebars and built members shall be tested in the strongest machine available.

PAINTING.

280. *Paint.*—The paint shall be made of pigment, thoroughly mixed in boiled linseed oil, without spirits of turpentine.

281. *Dryer.*—Dryer shall be made of linseed oil, boiled with lead or manganese, dissolved in spirits of turpentine.

282. *Use of dryer.*—No dryer will be added to the paint unless authorized by the Engineer, and the quantity of dryer to be added in every particular case shall be given by the Engineer in writing, but shall in no case be more than three per cent. (3%). with the exception of the paint used on materials before riveting, where the Engineer may allow a larger percentage to be used.

The permission to use dryer must be obtained from the Engineer three or four days in advance in order to allow him to have the necessary tests made to determine the time required for drying; one without dryer, one with 1½%, and one with 3% dryer added.

283. *Oil.*—The oil shall be pure and clear linseed oil, boiled with lead or manganese to a minimum specific gravity of 0.939.

The boiled linseed oil must be absolutely pure, containing no material volatile at 212 degrees Fahrenheit in a current of hydrogen; shall not contain any rosin or manganese or rosinate of manganese, and shall be perfectly clear on receipt, and no deposit should form on standing, provided the oil is kept at a temperature above 45 degrees Fahrenheit. The film left after flowing the oil over glass and allowing it to drain in a vertical position must dry to the touch after 24 hours.

284. *Delivery of oil.*—The linseed oil shall be delivered in strong, tight, well made white oak casks, hooped with iron, each having a capacity not exceeding 50 gallons.

285. *Pigment.*—The pigment shall be pure red lead with addition of lamp black not to exceed four (4) ounces of lamp black to thirty (30) pounds of red lead for the shop paint.

Peroxide of iron shall be used for the paint before riveting. The pigment and colour to be used after erection shall be determined later by the Minister.

286. *Red lead.*—The red lead must be strictly pure, and shall contain at least 90 per cent. of true red lead (of the composition Pb_3O_4) the total amount of lead present shall not be less than 89 per cent, of which not more than 1-10th of one per cent, shall be present as metallic lead. The colour shall be a clean and pure tint. The red lead shall be of the fineness that when washed with water through No. 19 silk bolting cloth not more than one per cent shall be left on the screen.

287. *Delivery of red lead.*—The red lead shall be delivered in suitable 100 pounds packages.

288. *Paint to be kept in original packages.*—All paint material to be delivered, inspected and sampled in the original packages.

289. *Inspection.*—Before acceptance the above specified materials shall be inspected; samples of each lot delivered will be taken at random, the samples well mixed together in a clean vessel, and the samples for test taken from this mixture; if it is found that this sample does not conform to the requirements of the specifications, the whole delivery it represents will be rejected, and shall be removed by the Contractor at his own expense.

290. *Chemist.*—Check tests of all paint materials shall be made by a Chemist appointed by the Chief Engineer and paid by the Minister. The Chemist shall be provided by the Contractor with an office, and all apparatus and chemicals necessary to perform said tests.

291. *Storage of paints and oils.*—The oils, paints, pigment, &c., used in connection with this contract must be kept at the shops in a storage room separate from that in which any other paints are kept.

292. *Material not to be exposed to weather.*—All rolled metal work shall be kept under cover as far as practicable from the time it is rolled until it is painted, and no material which has been punched or planed shall thereafter be exposed to the weather until it has been painted.

All material arriving from the mills shall be unloaded without delay, and protected from rust by being stored under cover or by the application of a coat of pure boiled linseed oil.

293. *Cleaning.*—Before painting at the shop, all material shall be thoroughly cleaned of scale, rust, grease, dirt, chips and borings with steel scrapers and brushes or by any other efficient method. Benzine shall also be used wherever required by the inspector for this purpose.

294. *Painting.*—The paint shall contain as much pigment as possible, be kept well mixed before and during painting and applied with brushes, and be well worked into all joints and surfaces. Wherever the paint runs or streaks a fresh coat shall be applied.

295. *Number of coats.*—In riveted work, the surfaces coming in contact shall each be painted before being bolted together, and the paint must be dry before assembling.

After the pieces are finished in the shop, they shall be given one good coat of paint.

Pieces and parts which are not accessible for painting after erection, including tops of stringers, eyebar heads, ends of posts and chords, etc., shall be given two coats of paint before leaving the shop and one extra coat before being erected in place.

The cable shield shall be thoroughly removed from the surface of the wire suspenders, which shall then be given two coats of red lead.

Machine finished surfaces, except faced ends of members, which shall be painted, shall be coated with white lead and tallow before leaving the shops.

All the painting before shipment specified above shall be done under cover and with metal dry and free from frost. The pieces must remain under cover until the paint is perfectly dry.

The heads of all field rivets shall be given a coat of red lead within three days after they are driven.

After the steel is erected it shall be thoroughly cleaned and any parts where the paint has been scratched off or removed, shall be painted with red lead. The whole work shall then be given two additional coats as determined later by the Minister.

Painting shall be done only in dry weather and applied only on surfaces dry and free from frost.

CONCRETE AND ASPHALT IN HIGHWAY FLOOR.

296. *Concrete in roadway.*—The concrete shall be composed of one part of cement, two parts of sand and five parts of granite of such size as to pass through a $\frac{3}{4}$ in. ring.

297. *Sidewalks.*—Sidewalks shall be made of slabs of reinforced concrete, with one-half inch wearing surface of concrete. The concrete shall be composed of one part of cement, two parts of sand and two parts of granite of such a size as to pass through a $\frac{1}{2}$ inch ring for the slabs and $\frac{1}{4}$ inch for the wearing surface. The concrete shall be kept wet and under cover for thirty days. A small quantity of lamp black may be added as directed by the Engineer.

298. *Cement.*—The cement shall be of the quality specified in the 'Specifications for Foundations and Masonry.'

299. *Asphalt and granite curb stones.*—The asphalt coating and granite curb stones shall be in all respects equal to the asphalt and curb stones laid by the City of Quebec and in accordance with specifications proposed by the Contractor, subject to the acceptance of the Chief Engineer. Gutters shall be provided as per plans to be furnished later on.

H. E. VAUTELET,
Chief Engineer.

MONTREAL, June 1st, 1910.

LIST OF DRAWINGS EXHIBITED.

Drawing	S1	Strain sheet for anchor arm.
"	S2	Strain sheet for cantilever arm.
"	S3	Strain sheet for suspended span.
"	S7	I. Uniform dead loads. II. All other dead loads. III. Live loads.
"	S8	Loading for maximum live load strains.
"	S9	Total wind, temperature and traction strains.
"	S10	Strains from wind pressure on bridge.
"	S11	Strains from wind pressure on train.
"	S12	Wind strains during erection.

Drawing S13 Axial wind strains.
" S14 Strain sheet for temperature and traction.
" S15 Erection strains.
" S16 Primary and secondary bending strains, anchor arm.
" S17 Primary and secondary bending strains, cantilever arm.
" S18 Primary and secondary bending strains, suspended span.
" S19 Data for secondary strains.
" W1 Williot's diagram for calculating bending strains in posts from floor.
" W2 Williot's anchor arm deformation diagram; anchor arm loaded 6,100 lbs. per ft. L.L. per truss.
" W3 Williot's anchor arm deformation; diagram channel span loaded 6,100 lbs. per ft. L.L. per truss.
" W4 Williot's cantilever arm deformation diagram; channel span loaded 6,100 lbs. per ft. L.L. per truss.
" W5 Williot's cantilever arm deformation diagram; anchor arm loaded 6,100 lbs. per L.L. per truss.
" W6 Williot's anchor arm deformation diagram; dead load reversed.
" W7 Williot's cantilever arm deformation diagram; dead load reversed.
" W8 Williot's deformation diagrams for truss under erection loads.
" W9 Williot's deformation diagrams for suspended span; dead and live loads.
" W10 Williot's deformation diagrams, cantilever arm, bottom laterals.
" 1a General diagram, suspended span floated in.
" 1 General diagram, suspended span cantilevered out.
" 2 General floor plan.
" 3 Elevation panels A0-A2, anchor arm.
" 4 " " A2-A6 "
" 5 " " A6-A10 "
" 6 " " A10-A14 "
" 7 " " C14-C10 cantilever arm.
" 8 " " C10-C6 " "
" 9 " " C6-C2 " "
" 10 " " C2-C0 " "
" 11 " " S0-S7, suspended span.
" 12 Bottom laterals, panels, AL0-AL7, anchor arm.
" 13 " " " AL7-AL14 " "
" 14 " " " CL14-CL7, cantilever arm.
" 15 " " " CL7-CL0 " "
" 16 " " " SL0-SL7, suspended span.
" 17 Top laterals, panels AU0-AU7, anchor arm.
" 18 " " AU7-AU14 " "
" 19 " " CU14CU7, cantilever arm.
" 20 " " CU7-CU0 " "
" 21 " " SU0-SU7, suspended span.
" 22 Portal and sway bracing AU0-AL0 and AU0-AL2, anchor arm.
" 23 Sway bracing AU4-AL6 and AU8-AL10, anchor arm.
" 24 " AU12-AL14 and CL14-CU12, anchor and cantilever arms.
" 25 Sway bracing CL10-CU8 and CL6-CU4, cantilever arm.
" 26 " CL2-CU0, cantilever arm.
" 27 " SL0-SU2, and SL4-SU6, suspended span.
" 28 " AL2-AU2 and AL6-AU6, anchor arm.
" 29 " AL10-AU10 and CL10-CU10, anchor and cantilever arms.

Drawing	30	Sway bracing CL8-CU6 and CL2-CU2, cantilever arm.
"	31	" AM3-AU3; AM7-AU7; CM7-CU7; CM2-CU3, anchor and cantilever arms.
"	32	Sway bracing AM11-AU12; CU12-CM11, anchor and cantilever arms.
"	33	Transverse sections SM3-SU3; SM4-SU4, SM7-SU7, suspended span.
"	34	Anchor arm wind bracing AL4-AF4; AL8-AF8; AL12-AF12, anchor arm.
"	35	Cantilever arm wind bracing L14-F14; CL12-CF12; CL8-CF8; CL4-CF4, cantilever arm.
"	36	Floorbeams.
"	37	Floorbeams and stringers.
"	38	Stringers and floor bracing.
"	39	Shoe.
"	40	Top chord packing.
"	41	Eyebar anchorage.
"	42	Elevation anchor arm.
"	43	Elevation cantilever arm and suspended span.
"	D1	Detail drawing typical floorbeams, anchor and cantilever arms.
"	D2	" " " suspended span.
Drawing	M1	Cross section of river showing location of masonry.
"	M2	Cross section showing borings taken on south shore and east of centre line of bridge.
"	M3	Cross section showing borings taken on south shore and west of centre line of bridge.
"	M4	Cross section showing boring on north shore and east of centre line of bridge.
"	M5	Cross section showing borings taken on North shore and west of centre line of bridge.
"	M6A	Details of south main pier.
"	M7	Details of north main pier.
"	M8	Details of south anchor pier.
"	M9	Details of north anchor pier.
"	M10	Details of north intermediate pier.
"	M11	Details of south abutment.
"	M12	Details of north abutment.
"	M13	Location of anchor bolts in main piers.
"	M14	Location of north and south main piers in relation to old piers.

CONTRACT

THIS INDENTURE made the day of one thousand nine hundred and ten.

BETWEEN:—

and

HIS MAJESTY THE KING, represented herein by the Minister of Railways and Canals of Canada, of the Second Part:

WHEREAS the party of the First Part, for the consideration hereinafter mentioned, has agreed with the party of the Second Part to do, furnish and perform the works, materials, matters and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work, or works, namely:

The supplying, making, building and erecting of the Superstructure of a railway and highway bridge over the St. Lawrence river near Quebec, the whole complete and ready for traffic as herein otherwise specified.

NOW THIS INDENTURE WITNESSETH that the said parties hereto hereby covenant, promise and agree, each with the other, as follows:—

1.—In this contract and in the specifications the following words shall, unless the context requires a different meaning, have the following meanings respectively, that is to say:—

"Contractor", or other words relative thereto, or of like import, shall mean and include, irrespective of sex or number, the party or parties of the first part as above designated or described, jointly and severally, and their and each of their executors, administrators, curators or successors, or assigns (duly consented to under this contract).

"His Majesty", or other words relative thereto, or of like import, shall mean and include the reigning Sovereign or the successors or assigns of the Sovereign.

"Minister", shall mean the person holding the position, or acting in the capacity of the Minister of Railways and Canals, for the time being.

"Board", shall mean the Board of Engineers for the time being appointed by the Governor General in Council to superintend the construction of the works. The Board shall act through its chairman.

"Chief Engineer", shall mean such person or persons as the Governor in Council shall from time to time appoint to act as Chief Engineer of the works.

"Engineer", shall mean the Chief Engineer as above described, acting either directly or through any duly authorized officer or agent of His Majesty, such officer or agent acting within the scope of the particular duties entrusted to him: Provided that every order, direction, certificate, instruction or decision given or made by any such officer or agent shall be subject to the approval of such Chief Engineer, and may be cancelled, altered or otherwise modified by such Chief Engineer as he sees fit.

'Work or works', shall mean the whole of the work and materials, matters and things required to be done, furnished and performed by the Contractor, under this contract.

2. All the covenants and agreements in this contract binding on, and all the provisions in this contract inuring to the benefit of the Contractor shall, respectively, be binding on, and inure to the benefit of the executors, administrators, curators, successors and assigns (duly assented to under this contract) of the Contractor; and all the covenants and agreements in this contract, binding upon, and all the provisions in this contract inuring to the benefit of, His Majesty, shall, respectively be binding upon and inure to the benefit of the successors and assigns of His Majesty.

3. The Contractor shall, at his own expense (except as in this contract otherwise specifically provided), provide all and every kind of labour, superintendence, services, tools, implements, machinery, plant, materials, articles and things necessary for the due execution, erection and completion of the superstructure of a railway and highway bridge over the St. Lawrence River near Quebec and as the work is more particularly set out or referred to in the specifications hereto annexed, in any supplementary specifications referred to therein, and in the plans and drawings prepared and to be prepared for the purposes of the work, and shall forthwith commence the work and diligently execute and fully complete the respective portions thereof, and shall deliver the work complete in every particular to His Majesty on or before the day of A. D., one thousand nine hundred and and time shall be deemed to be material and of the essence of this contract: Provided, however, that the Minister may for any reasons that appear satisfactory to him grant such extension or extensions of the time for the completion of the works as he may think proper; and time shall be deemed to be material and of the essence of any such extensions.

4. The work shall be constructed by the Contractor and under his personal supervision of the best materials of their several kinds, and finished in the best and most workmanlike manner, and in the manner required by and in strict conformity with this contract, the said specifications and any supplementary specifications, and the plans and drawings and the working or detail drawings which may from time to time be furnished (which said specifications and supplementary specifications, plans and drawings are hereby declared to be part of this contract), and to the complete satisfaction of the Chief Engineer.

5. The work shall be commenced, carried on and prosecuted to completion by the Contractor in all its several parts in such manner and at such points and places as the Chief Engineer shall, from time to time, direct, and to his satisfaction, but always according to the provisions of this contract, and if no direction is given by the Chief Engineer then in a careful, prompt and workmanlike manner. The erection of the bridge shall be commenced on each side of the river as soon as possible and shall thereafter be carried on concurrently on both sides of the river. All false works, erection plant and machinery shall be provided in duplicate by the Contractor.

6. The several parts of this contract and of the specifications, supplementary specifications, plans and drawings, shall be taken together, to explain each other and to make the whole consistent; and if it be found that anything has been omitted or mis-stated which is necessary for the proper performance or completion of any part of the work, the Contractor shall, at his own expense, execute the same as though it has been inserted and properly described, and the correction of any such omission or error shall not be deemed to be an addition or deviation from the work hereby contracted for.

In the event of any inconsistency between this contract and the provisions of the specifications or supplementary specifications, the provisions of this contract shall prevail.

7. If any change or deviation in or omission from the works be made by which the amount of work to be done shall be decreased, or if the whole or any portion of

the works be dispensed with, no compensation shall be claimable by the Contractor for any loss of anticipated profits in respect thereof, nor shall any such change, deviation or omission affect or change the price units upon which the Contractor is to be paid.

8. The Chief Engineer shall be the sole judge of the work and material in respect of both quality and quantity, and his decision on all questions in dispute with regard thereto, or as to the meaning or intention of this contract and as to the meaning or interpretation of the plans, drawings, calculations, specifications and supplementary specifications, shall be final, and no work under this contract shall be deemed to have been performed, nor materials or things provided, so as to entitle the Contractor to payment therefor unless and until the Chief Engineer is satisfied therewith, as evidenced by his certificate in writing, which certificate shall be a condition precedent to the right of the Contractor to be paid therefor.

9. The Contractor shall, in all things, conform to and comply with the instructions of the Engineer and all orders, directions or instructions at any time given by the Engineer with respect to the work or concerning the conduct thereof shall be promptly and efficiently obeyed, performed and complied with to the satisfaction of the Engineer. And the Engineer shall have the right to stop erection on any part of the bridge or to stop work altogether and any such orders shall be at once obeyed by the Contractor.

10. No verbal notice, order, direction or communication given to the Contractor, his engineers, officers, servants or employees whether the same be given by the Minister, the Board, the Chief Engineer or the Engineer, shall be binding on His Majesty, but all such notices, orders, directions or communications to be of any force or effect must be given in writing.

11. Whenever the Contractor is not present on any part of the work where it may be necessary to give directions, orders may be given by the Engineer, and such orders shall be received and obeyed by the Engineer, Superintendent or overseer of the Contractor who may have charge of the particular work in relation to which the orders are given and such orders shall be considered as given to the Contractor.

12. Any notice, order, direction or other communication given to the Contractor under the provisions of this contract shall be sufficiently given if delivered to the Contractor personally, or to his foreman, or left at the Contractor's office, or mailed at any post office to the Contractor or foreman addressed to the address mentioned in this contract, or to the Contractor's last known place of business or residence. Every such notice, order, direction or communication, shall be sufficient which expresses in general language and without detail, the matters required or communicated, or which follows the general language of the section or sections of this contract under which it is given, and no objection shall be taken to the form thereof.

13. All work or material which, in the opinion of the Engineer is imperfect or insufficient shall be remedied when pointed out, and shall be made good and sufficient by the Contractor at his own expense and to the satisfaction of the Engineer, who shall have the power, and whose duty it shall be, to have any defective work or material taken out and rebuilt or replaced at the expense of the Contractor. Any omission by the Engineer to disapprove of or reject any insufficient or imperfect work or material at the time of any estimate, shall not be deemed an acceptance of such work or material.

14 All material, false works, machinery, plant, buildings and their contents, equipment, articles and things whatsoever, needed for the construction of the work

and provided by the Contractor and erected or deposited by the Contractor at or near the site of the bridge, shall from the time of their being so provided, erected or deposited become, and until the final completion of the said work, be the property of the Minister for the purposes of the said work, and the same shall on no account be taken away, or used, or disposed of, except for the purposes of said work, without the consent in writing of the Engineer. The Minister shall not be liable to the Contractor for any loss or damage whatsoever.

No such material, false works, machinery, plant, buildings and their contents, equipment, articles and things, shall be erected or deposited on premises which are not owned by or leased to the Minister.

And the payment for the use and lease of said material, false works, machinery, plant, buildings and their contents, equipment, articles, things and premises shall be deemed to have been included in the payments in this contract provided for, whether any or all such payments have been made or not, and that no other payment, whatever, shall be due by the Minister for the use, wear and tear, damage or loss of such property.

Upon the completion of the works and their acceptance by the Minister and upon the payment by the Contractor of all such moneys, loss, costs and damages, if any, as shall be due from the Contractor to the Minister, or chargeable against the Contractor under the specifications or supplementary specifications, such of the said material, false works, machinery, plant, buildings and their contents, equipment, articles, things and premises as shall not have been used or converted in the works, or lost, or destroyed, or disposed of by the Minister under power conferred in this contract, shall, upon demand, be delivered up to the Contractor in such condition as they may then be in.

15. His Majesty may, at any time, without payment to the Contractor therefor, send and employ on, in and about the works other Contractors and workmen, with such horses, machinery, tools, plant, equipment, materials, articles and things, as the Chief Engineer may deem necessary to do any work not comprised in this contract, and the Contractor shall afford to them all reasonable facilities, to the satisfaction of the Engineer, for doing such work, the work of the Contractor being interfered with as little as the Engineer may deem practicable.

16. If the Contractor shall, at any time fail, omit or refuse to comply with or perform any of the essential provisions of this contract, or of the specifications or supplementary specifications, which, on his part are to be observed or performed, the Minister may cancel and annul the contract, in which event the Contractor shall have no claim or demand whatever upon or against His Majesty for damages, or for compensation for work done, or material, machinery, plant, buildings or grounds provided, or for any portion of the percentage retained on any estimate, or for any portion of the sum deposited by the Contractor as security as hereinafter provided, and the Minister may take possession of and hold the said work and all materials, false works, machinery, plant, buildings and their contents, equipments, articles, things and premises provided and leased to him as hereinbefore provided and may retain and appropriate to his own use all moneys which may then be unpaid to the Contractor, and the said sums deposited, in order to complete the works herein mentioned, and His Majesty shall be absolutely and forever released from all liability therefor to the Contractor, without, by so doing, relieving the Contractor of any of the responsibilities placed upon him by this contract and by the specifications and supplementary specifications; and any balance spent by the Minister above said sums to complete the works referred to in this contract shall be paid by the Contractor.

17. The Contractor shall be at the risk of, and shall bear all loss or damage whatsoever, and from whatsoever cause arising, which may occur to the works, or any part thereof, until the same be fully and finally completed, delivered to and accepted by the Minister, and if any such loss or damage occur before such final completion, delivery and acceptance, the Contractor shall immediately at his own expense, repair, restore and re-execute the work which has been damaged or destroped.

18. The Contractor shall rectify, to the satisfaction of the Chief Engineer, any defects in the works or which may appear therein, or of which he shall receive notice from the Chief Engineer, and for which he may have been responsible, in the opinion of the Chief Engineer, during the period of thirty days after the date of the final certificate of the completion of the work.

19. The Contractor, his agents and all workmen and persons employed by him, or under his control, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work, and the Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect of any injury to persons or to lands, buildings, structures, fences, trees, crops, roads, ways, ships, or property of whatever description, and in respect of any infringement of any right, privilege or easement whatsoever, occasioned in the carrying on of the works or any part thereof, or by any neglect, misfeasance or non-feasance on the Contractor's part or on the part of any of his agents, workmen or persons employed by him or under his control, and shall, at his own expense, make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement and to prevent the interruption of or danger or menace to the traffic on any public or private road, and to secure to all persons and corporations the uninterrupted enjoyment of all their rights, in and during the performance of the said works; and the Contractor shall indemnify and save harmless His Majesty from and against all claim and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to any such damage, injury or infringement. Provided, however, the Contractor shall not be liable for any damage or loss that may result from the stoppage of navigation during the time and to the extent authorized by the Chief Engineer for the purpose of floating the suspended span into place.

20. The Contractor shall upon the completion of the works remove all false works, buildings, obstructions, unsightly material and temporary structures and clear away all rubbish and surplus and waste materials remaining on or about the works, and place the premises in a neat and tidy condition satisfactory to the Chief Engineer.

21. The Contractor shall, at his own expense, take special precautions to prevent fire occurring in or about the works, and employ his own workmen, to the satisfaction and under the direction of the Engineer, in extinguishing all such fires which may occur; and shall observe and comply with all laws and regulations in force respecting fires, and with all regulations and instructions made and given, from time to time during construction, by the engineer, with respect to fires and the prevention and extinguishing of fires, and shall pay all wages and other outlay occasioned by reason of the observance or compliance with such regulations and instructions.

The Contractor shall, also, at his own expense, at all times during construction and until the final acceptance of the works, keep all buildings and structures insured against loss by fire, in such insurance company or companies and in such amount or amounts as may be approved of by the Engineer, and the policies of such insurance shall be made payable as the interests of the Contractor and His Majesty may respectively, appear, and shall be deposited with the Chief Engineer.

22. The Contractor shall not, without the written consent of the Minister, make any assignment of this contract, or any sub-contract, for the execution of any of the works hereby contracted for; and, in any event, no such assignment or sub-contract, even though duly consented to, shall exonerate the Contractor from liability under this contract for due performance and completion of the works hereby contracted for.

23. Pursuant to the provision of the Statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

24. The Contractor shall comply with and be subject to all the terms, stipulations and conditions contained in the fair wages clauses hereunto annexed, and the said fair wages clauses shall be read with and shall form part of this contract.

25. The Contractor shall promptly pay for all labour, services and materials in or about the construction of the works, and all payments for such purposes shall be made by the Contractor, at least as often as payments are made to the Contractor by His Majesty under this contract; and in the event of failure by the Contractor at any time so to do or if any sum due for labour of any foreman or workman, or for hire of horses, teams or carts upon or in respect of the works, or any part thereof, remains in arrear or unpaid, or if there be at any time found to exist any claims against the Contractor, or any sub-contractor, for labour, teams, tools, plant, equipment, materials, articles or things employed, hired or supplied upon or for the works or any part thereof, or if the Minister has reason to believe that any such payments, sums or claims will not be promptly made or paid, the Minister may, in addition to or in lieu of exercising any powers conferred by the said fair wage clause, at his option, retain out of any moneys due or to become due to the Contractor from His Majesty such amount or amounts as the Minister may deem sufficient to satisfy the same, or pay the Contractor the moneys due him in instalments, giving him from time to time such sums as the Minister or the Chief Engineer deems sufficient to meet such payments, sums or claims or any of them, and withholding the balance until the same are satisfied, or may pay all or any of such payments, sums or claims, rendering to the Contractor the balance due him after deducting the payment so made.

The Contractor shall be estopped from denying the accuracy and correctness of any and all payments so made by the Minister.

The Contractor's pay-rolls, time-books, books of account, invoices and statements shall be at all times open for inspection and extract by the Chief Engineer and any authorized representative of the Minister, or either of them, who shall be assisted in every possible way by the Contractor, to enable the Chief Engineer and such representative to ascertain, as far as possible, the exact payment, sums or claims so due and remaining unpaid by the Contractor.

26. The Contractor shall comply with and the works shall be carried on subject to all regulations for the time being in force pursuant to the Public Works Health Act and all regulations made by any lawful authority and applicable to said works, and all orders given by the Engineer with respect to sanitation or preservation of health on the works. The Contractor shall, at his own expense, make adequate arrangements, to the satisfaction of the Engineer, for the medical and sanitary supervision of all his employees.

27. The Contractor shall protect and shall not remove or destroy, or permit to be removed, covered or destroyed, the stakes, buoys, targets, base lines, plugs, bench marks, and other marks placed on or about the said works by the Engineer or his assistants, and shall furnish the necessary assistance to correct or replace or recover

any stake, buoy, targets, base lines, plugs, bench marks or other marks which through any cause may have been removed, destroyed or covered.

28. The Contractor shall place and maintain on the works such lights, beacons, buoys, or signals as shall be required by the Department of Marine and Fisheries of Canada.

29.—His Majesty, in consideration of the premises, and subject to the performance and observance on the part of the Contractor of all covenants, provisos and conditions in this contract contained, will pay to the Contractor for and in respect of the works, in manner hereinafter stated the price or several prices following, viz.:—

30.—The quantities and measurements (if any) given in the specifications or supplementary specifications are approximate only and no claim shall be made by the Contractor against His Majesty on account of any excess or deficiency, absolute or relative, in the same.

31.—The description or descriptions of the work and materials or any portion or portions of the works, set out or referred to in or covered by any item or items for which a price or prices are given in this contract, include not only the particular kinds of work or materials mentioned in the said item or items, but also all and every kind of work, labour, tools, plant, materials, equipment, articles and things whatsoever necessary for the full execution, completion, and delivery, ready for use, of such respective portions of the work, in accordance with the plans, drawings, specifications and supplementary specifications to the satisfaction of the Chief Engineer. The said price or prices, as a whole, shall cover not only the particular descriptions of work and materials mentioned therein, but also all and every kind of work, labour, tools, plant, materials, equipment, articles and things, whatsoever necessary for the full execution, completion and delivery, ready for use, of the entire work as herein contracted for, in accordance with the plans, drawings, specifications and supplementary specifications, to the satisfaction of the Chief Engineer. In case of dispute as to what work, labour tools, plant, materials, equipment, articles and things are so included or covered, the decision of the Chief Engineer shall be final and conclusive with respect thereto.

32. The said price or prices shall be accepted by the Contractor as full compensation for everything furnished and done by the Contractor under this contract, including all work required but not included in the items hereinabove mentioned, and also for all loss or damage arising out of the nature of the works or the action of the weather, tides, elements, or any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all failures, accidents, contingencies, plant, labour, materials, staging painting customs duties, rentals, taxes, transportation patent-rights, cost of leases, necessary buildings, medical attendance, removal of erection and damaged material, and all risks of every description connected with the works, and for all expenses incurred by or in connection with the works, and for all loss or damage from whatever cause arising that may happen or occur to the work or any part or portion of it, or to the men, plant, material or tools, and for all expenses incurred by or in consequence of any delay or suspension or discontinuance of the work as herein specified, and for well and faithfully completing the works as in this contract provided.

33.—Cash payments in accordance with the specifications approximately estimated from progress measurements, and computed at the price or prices agreed upon or determined under the provisions of this contract and the specifications, will be made to the Contractor monthly, on the written certificate of the Chief Engineer, stating that the work for, or on account of, which the certificate is granted has been done, and stating the value of such work computed as above mentioned; and the said certificate

shall be a condition precedent to the right of the Contractor to receive any such payment, or any part thereof. The monthly estimate shall be made up at the end of each month and forwarded to the Minister not later than the fifteenth day of the month following, and payment for the same shall be made by His Majesty not later than the last day of the same month after deducting any sums which may be due to His Majesty by the Contractor. The written certificate of the said Chief Engineer certifying to the final completion of the said works to his satisfaction, shall be a condition precedent to the right of the Contractor to receive any balance due him or to have returned to him the sum he has deposited as security as hereinafter provided.

34.—Before making any payment on any progress or final estimate the Minister may require the Contractor to satisfy the Chief Engineer or other authorized representatives of His Majesty that all work performed and materials supplied and all structures built, for which payment is being made are free and clear from all lawful claims or liens under any law for labour, workmanship, materials or otherwise, and the Contractor shall indemnify and hold harmless His Majesty from and against any and all kinds of claims or liens accruing from labour and services performed and material furnished, or otherwise, and any of the same, in or about the works.

35.—The progress measurements and progress certificates shall not in any respect be taken as binding upon the Chief Engineer, or as final measurements, or as fixing final amounts; they are to be subject to the revision of the Chief Engineer in making up his final certificate; and they shall not in any respect be taken as an acceptance of the work or release of the Contractor from any responsibility in respect thereof.

36.—The Contractor shall not have, or make any claim or demand, or bring any action or suit or petition against His Majesty for any damage which he may sustain by reason of any delay or delays from whatever cause arising, in the progress of the work.

37.—Should the amount voted by Parliament and applicable towards payment for the works hereby contracted for, be at any time expended previous to the completion of the works, the Minister or the Chief Engineer may give the Contractor written notice to that effect. Upon receiving such notice the Contractor may, if he thinks fit, stop the work—but shall not be entitled to any payment for work done beyond the amount voted and applicable as aforesaid—until the necessary funds shall have been voted by Parliament in that behalf.

38.—The Contractor shall not bring or permit to be brought anywhere on or near the works any spirituous or intoxicating liquor; and if any person employed on the works be, in the opinion of the Engineer, intemperate, disorderly, incompetent, wilfully negligent or dishonest in the performance of his duties, he shall, on the direction of the Engineer, be forthwith discharged, and the Contractor shall not employ, or permit to remain on the work any person who shall have been discharged for any or all of said causes.

39.—No condoning, excusing or overlooking by His Majesty, or any person acting on His behalf, on previous occasions, of breaches or defaults similar to any one for which any action is taken or power exercised, or forfeiture is claimed or enforced against the Contractor, shall be taken to operate as a waiver of any provision of this contract, or to defeat, affect or prejudice in any way the rights of His Majesty hereunder.

40.—This contract is made and entered into by the Contractor and His Majesty, on the distinct understanding that the Contractor has, before execution, investigated and satisfied himself of the character and topography of the country, the bed, banks, and flow of the river, the rainfall, temperature at different seasons, the dimensions, levels,

location, character and nature of all works, piers, abutments, buildings, constructions, roads, lands, waterways sewers, pipes, and the ownership of the same, the nature and formation of the strata through which excavations, if any, are to be made, or upon which the works have to be built, and all other things, and of every condition affecting the works to be executed and the labour and material to be provided, and that the execution of this contract by the Contractor, is founded and based upon his own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by, or upon any information derived from any quantities, dimensions, tests, specifications, plans, maps, or profiles made, given or furnished by His Majesty or any of His Officers, employees or agents; and that any such statement, representation or information, if so made, given or furnished, was made, given or furnished merely for the general information of bidders and is not in anywise warranted or guaranteed by or on behalf of His Majesty; and that no extra allowance will be made to the Contractor by, and the Contractor will make no claim against His Majesty for any loss or damage sustained in consequence of, or by reason of, any such statement, representation or information being incorrect or inaccurate or on account of excavating in rock or other difficult ground or of unforeseen difficulties of any kind.

41.—The Contractor hereby and herewith deposits with and delivers to His Majesty the sum of

upon the express understanding that the same shall be held and retained by His Majesty as security for the due and faithful performance, observance and fulfilment by the Contractor of all the covenants, provisos, agreements, conditions and reservations, in this contract contained, on the part of the Contractor to be observed, performed and complied with. Interest upon the said amount shall be paid annually by His Majesty to the Contractor at the rate of three per centum per annum from the date of this contract, while and so long only as this contract is being duly and faithfully performed, observed and fulfilled by the Contractor and until the said amount is returned to or tendered to the Contractor or otherwise dealt with under the provisions of this contract.

In Witness Whereof the Contractor has executed these Presents, and these Presents have been signed on behalf of His Majesty by the Minister and by the Secretary of the Department of Railways and Canals, and the seal of the said Department has been hereto affixed the day and year first above written.

Signed, Sealed and Delivered by the Contractor, in presence of—

Signed, Sealed and Delivered by His Majesty, in manner aforesaid,

Minister of Railways and Canals.

Secretary.

FAIR WAGES CLAUSES.

The following conditions are incorporated in and form part of the annexed contract between His Majesty the King, represented by the Minister of Railways and Canals, and

(therein and hereinafter called the Contractor), dated the

day of 19

and distinguished by the number

1.—No labourers shall be employed on or about the works hereby contracted for who are not citizens or residents of Canada, but the Minister may in writing waive the provisions of this clause, either in general or to a limited extent, should he deem it expedient to do so.

2.—The minimum rate of wages to be paid by the Contractor for the labour of any employee, or the minimum rate or hire for any team, employed in or about the works, shall be the rate specified in the fair wages schedule hereto annexed for the same or similar class of labour as that in which such employee is engaged, or for the hire of teams respectively.

3.—The number of working hours for employees in the day or week shall be in accordance with the custom of the same or similar trade or classes of labour in the district where the work is being carried on,—to be determined, in case of dispute, by the Minister; and no employee shall be required to work for longer hours, except for the protection of life or property, in case of other emergencies, when necessity therefor is confirmed by the Engineer.

4. In case any labour is required in or about the works for which, in the opinion of the Engineer, no rate is fixed in the said schedule, the Engineer, or other officer authorized by him, may fix the minimum rate of wages payable in respect thereof, which shall not be less than the rate of wages generally accepted as current for competent workmen in the same or similar trades or class of labour in the district where the work is being carried on.

5.—The Contractor shall not be entitled to any payments under this contract in respect of work and labour performed until he has filed in the office of the Engineer a statement, in duplicate, showing the rate of wages by him paid for the various classes of labour and the hire of teams, employed in or about the work, and, if any amounts should then be due and unpaid in respect of such wages or hire, showing in detail the names of the unpaid employees, the class of employment, rate of wages, and the amounts due to each; nor shall the Contractor be entitled to any payments under this contract in respect of materials or other things supplied, for use in or upon the works, until he has filed in the office of the Engineer a statement, in duplicate, showing the prices and quantities of all such materials or things, and if any amounts should then be due and unpaid in respect thereof, showing in detail the names of the unpaid vendors, the quantities, prices, and the amounts due to each, such statements shall be attested, in duplicate, by the Statutory declaration of the Contractor, or of such person on behalf of the Contractor as the Minister may approve.

6.—The Minister or the Engineer, may, as a further condition to such payment at any time require the Contractor to furnish such further or other detailed information as may be necessary to establish to their satisfaction the compliance by the Contractor with the conditions of his contract.

7.—Should the Contractor fail to adhere in every particular to the Fair Wages Schedule hereto annexed, or permit any wages or amounts payable for the hire of

teams to become or remain in arrear or unpaid, or fail to pay any accounts for materials or other things supplied for the works, the Engineer may give notice in writing requiring the Contractor to adhere to such schedule, or to pay such wages, or for such hire of teams, or for such materials or other things, as the case may be. Should the Contractor fail for the period of forty-eight hours after giving of such notice to comply with the terms thereof, the Minister may make such payments as shall be sufficient to effect an adherence with such schedule, or other settlement or discharge of such arrears, or indebtedness for hire or materials or things supplied, and the Contractor in the event of any such payments being made after notice and default, as aforesaid, shall be stopped from setting up, as against His Majesty, the accuracy of any amounts so paid, or the existence or extent of any such indebtedness, and all amounts so paid shall be repaid, at once by the Contractor, or may be deducted from any amounts then or thereafter due by His Majesty to the Contractor.

8. The Minister or the Engineer may, in their discretion, at any time require proof, with such formalities or to such extent as they may deem requisite, of any claim under the said Fair Wages Schedule, or for wages or hire of teams in arrears, or of accounts for materials, or other things unpaid.

9. The words 'work' or 'works', 'Minister', 'Contractor', and 'Engineer', when used herein, shall have the same meanings, respectively, as in the contract of which these Fair Wages Clauses form part.

10. The Contractor shall post and keep posted in a conspicuous place on the works under construction the said Fair Wages Schedule for the protection of the workmen employed, and also keep a proper record of all payments made to workmen in his employ, and the books and documents containing such record shall be open for inspection by the Fair Wages Officers of His Majesty at any time that it may be expedient for the Minister of Labour to have the same inspected.

FAIR WAGES SCHEDULE.

The following is the minimum rate of wages to be paid respectively for the several classes of labour mentioned, or for the hire of teams:

All mechanics, labourers and other persons who perform labour in the construction of the work hereby contracted for, shall be paid such wages as are generally accepted as current for competent workmen in the district in which the work is being performed, and if there is no current rate in such district, then a fair and reasonable rate, and shall not be required to work for longer hours than those fixed by the custom of the trade in the district where the work is carried on, except for the protection of life or property, or in the case of other emergencies. In the event of a dispute arising as to what is the current or a fair and reasonable rate of wages or what are the current hours fixed by the custom of the trade it shall be determined by the Minister of Labour, whose decision shall be final.

These conditions shall extend and apply to moneys payable for the use or hire of horses or teams, and the persons entitled to payment for the use or hire of horses or teams shall have the like right in respect of moneys owing to them as if such moneys were payable to them in respect of wages.

In the event of default being made in payment of any money owing in respect of wages of any mechanic, labourer or other person employed on the said work, and if a claim therefor is filed in the office of the Minister of Railways and Canals, and proof thereof satisfactory to the Minister is furnished, the Minister may pay such claim out of any moneys at any time payable by His Majesty under such contract and the amounts so paid shall be deemed payments to the company.

The company shall post in a conspicuous place on the works under construction the general clause above mentioned for the protection of the workmen employed.

The company shall keep a record of payments made to workmen in its employ. The books or documents containing such record shall be open for inspection by the Fair Wages Officers of the Government at any time it may be expedient to the Minister of Labour to have the same inspected.

BOARD OF ENGINEERS, QUEBEC BRIDGE SPECIFICATIONS—FOR THE CONSTRUCTION OF THE SUPERSTRUCTURE OF A RAILWAY BRIDGE OVER THE ST. LAWRENCE RIVER, NEAR QUEBEC.

In these specifications the words 'Minister,' 'Board,' 'Chief Engineer,' 'Engineer,' 'Work or Works,' shall have the same respective meanings as defined for the purposes of the contract.

1. *Works under contract.* The works referred to in these specifications consist in the making and building of the superstructure of a railway bridge over the St. Lawrence river, near Quebec, complete and ready for traffic, except as otherwise specified in paragraph 7.

2. *Plans.*—The plans mentioned in the schedule hereto attached and the notes on same, shall be considered as a part of these specifications. In case of disagreement betweeen the plans and specifications, the latter shall govern.

3. *General agreement.*—I. The superstructure shall have the general arrangement of spans as per plan No. 1.

II. A clear head-room for ships must extend for 600 feet at the centre of the main span and no part of the steel-work, for that length, shall be under Elev. 251.130, with the maximum loading specified, leaving 150 feet clear above highest water.

III. There must be a clear head-room above the railway tracks of 23 feet above base of rail extending 4 feet on each side of the centre line of track, and there must be a clear space of 8 feet outside the centre line of each track. Tracks may be spaced not closer than 14 feet centre to centre.

4. *General conditions of contract.*—The Contractor must satisfy himself as to the sufficiency and suitability of the design, plans and specifications upon which the bridge is to be built, as the Contractor will be required to guarantee the satisfactory erection and completion of the bridge, and it is to be expressly understood that he undertakes the entire responsibility not only for the materials and construction of the bridge, but also for the design, calculations, plans and specifications, and for the sufficiency of the bridge for the loads therein specified. And the enforcement of any part, or all parts, of the specifications shall not in any way relieve the Contractor from such responsibility.

5. *Custom duties.*—All Canadian and foreign custom duties on material and plant shall be paid by the Contractor.

6. *Weight paid for.*—The Contractor will be paid for the number of pounds of steel remaining in the bridge after all erection material has been removed, but in case such weight exceeds the calculated weight based on the dimensions of material shown on the shop plans (after deducting all erection material) plus two per cent, the Contractor shall be paid for such calculated weight with an addition of two per cent; the weight of paint shall not be included in such calculated weights.

7. *Floor materials.*—All rails and materials for railway tracks above stringers will be furnished and laid by the Minister, except the expansion joints and guard angles, with the screws and bolts therefor, which shall be furnished by the Contractor. All timber and necessary fastenings for two 4-ft. sidewalks shall be furnished and laid by the Contractor.

8. *Conditions of floating suspended span.*—When the suspended span is ready to be floated into place, the Minister shall, if the Contractor so desires, provide and place at the disposal of the Contractor such steamship or steamships, as will afford sufficient power to tow the suspended span to the bridge site. It is to be distinctly understood, however, that the Minister will only furnish such steamships as will be sufficient to move the said span, and the Contractor will have to furnish any additional steamers that may be required to steer or otherwise control the tow. The Contractor will also have to furnish all labour together with all scows, false work, cables, anchors, tackle, or other plant or material that may be required to properly execute the work.

The Contractor will have to assume entire responsibility for the steamship or steamships supplied by the Minister and for the satisfactory carrying out of the work upon which they are employed.

The Minister will, during such time and to such extent as the Chief Engineer considers necessary, stop navigation on the stretch of water required for the floating operations.

9. *Deposit.*—Each tenderer must send with his tender or tenders a cheque accepted by a Canadian chartered bank for five hundred thousand dollars ($500,000), made payable to the order of the 'Minister of Railways and Canals of Canada'. As soon as a tender is accepted the successful Contractor shall deposit with the Minister another similarly accepted cheque made payable to the order of the Minister for such amount as will make the united amount of the two cheques equal to fifteen per cent (15%) of the cost of the works as estimated by the Chief Engineer.

Time being the essence of the contract, if the Contractor whose tender has been accepted neglects or refuses to sign the contract upon being requested to do so by the Minister or to deposit the second cheque mentioned above, the said sum of five hundred thousand dollars ($500,000) accompanying the tender shall be forfeited by the Contractor and shall become the property of His Majesty as liquidated damages.

The total deposit so made by the Contractor shall, in any case, be held by the Minister as security for the due and faithful performance and completion of the contract to the satisfaction of the Chief Engineer and until the delivery to and acceptance of the works by the Minister.

Interest upon the said deposits at the rate of three per cent (3%) per annum will be paid by the Minister to the successful Contractor, as provided in the contract.

10. *Prices.*—It is understood that the prices stated by the Contractor in his tender shall be those upon which he agrees to be paid for the works embraced in these specifications. These prices shall be held to include all failures, accidents, contingencies, plant, labour, material, staging, painting, customs duties, rental, taxes transportation, patent rights, cost of leases, necessary buildings, medical attendance, removal of erection and damaged material and everything necessary for the entire completion of the works. Such prices will also be held to include all loss or damage from whatever cause arising that may happen or occur to the works, or any part or portion of them, or to the men, plant, material or tools.

11. *Mode of payment.*—Payments will be made as follows:

I. On manufactured material certified by the Board to have been delivered at the shops, one-third (1-3) of the contract price per pound.

II. On members certified by the Board to have been completely finished in the shops, one-half (½) of the contract price per pound, less amount, if any, paid under I.

III. On manufactured material delivered at the site of the bridge, five-eighths (⅝), of the contract price per pound, less amount, if any, paid under I. and II.

IV. On members erected complete between panel points and partially riveted, to the satisfaction of the Board, the balance of the contract price per pound, minus one cent (1c.) per pound.

V. As soon as the steel work is completely erected in place, with the exception of painting, an additional amount of one-half (½) cent per pound.

VI. The balance of the contract price will be paid at the same time as the deposit with the Minister is returned to the Contractor.

VII. No payments will be made on any material until it is delivered on the premises either leased to or belonging to the Minister, and the Contractor will be required to lease to the Minister any shops, mills or other premises in or upon which any material is stored or being manufactured upon which any advance or part payment has been made by the Minister.

VIII. The payments mentioned in items one to six, inclusive, of this paragraph will only be made on material that is to remain in the completed bridge and not on any material required for erection only and which will be removed after the completion of the works.

12. *Monthly estimates.*—No payments will be made to the Contractor except on monthly estimates signed by the Chief Engineer. Estimates will be made up at the end of each month and forwarded to the Minister not later than the 15th of the month following, and payment covering such estimate will be made by the Minister to the Contractor not later than the last day of the same month, after deducting any sums which may be due to the Minister by the Contractor.

13. *Work to be started on both sides of the river.*—The work of erection shall be proceeded with on each side of the river as soon as the main pier is ready. All false work, erection plant and machinery shall be provided in duplicate.

14. *Prosecution of work.*—The work shall be proceeded with as rapidly as possible, so as to secure its completion at the earliest date.

15. *Time of completion.*—The Contractor guarantees the completion of the work upon the thirty-first day of December, A.D. 1915, subject to any extension or extensions of time that may be granted by the Minister on the recommendation of the Chief Engineer, or otherwise. Provided also that, if the piers and other masonry are not finished, the north main pier on November 1, 1910, and all other masonry on November 1, 1911, the Minister shall decide what, if any, extension or extensions of time shall be granted to the Contractor for the completion of the works.

16. *Plans.*—Dimensions where definitely determined, will be marked on all plans exhibited. In no case must dimensions be scaled. All final plans, before any materials are ordered from them, must bear the signature of the Chief Engineer. All drawings exhibited and all final plans shall be the property of the Minister, and no copies of any drawing, blue print or plan, shall be given to any person without the written consent of the Minister or the Chief Engineer.

17. *Test of the completed bridge.*—Before the completed works are delivered to and accepted by the Minister, the Minister may have the works tested under live load. Such live load for the railway tracks shall not be more than Cooper's Class E75. Such test loads are to be furnished by the Minister.

18. *Loads.*—The loads and stresses for which the bridge or some of its parts will be calculated are as follows:

A. Train load, 2 Cooper's Class E60 Engines, followed by a train load of 5,000 lbs. per foot per track, on one or two tracks.

B. Train load, Cooper's Class E75, on one or two tracks.

C. A sidewalk load of 500 lbs. per lineal foot of bridge.

D. A snow load of 500 lbs. per lineal foot of bridge.

E. On sidewalks; dead load of the weight of construction.

F. Track-load; ties, guard rails weighing 670 lbs. per lineal foot of railway track. See section of floor.

G. Weight of steel floor (floor beams and stringers).

H. Weight of steel-work as erected, not included in "E", "F" and "G", but including travellers and false-work, &c., during erection.

I. I wind load normal to the bridge of 30 lbs. per square foot of the exposed surface of two trusses and one and one-half times the elevation of the floor (fixed load), and also on travellers and false-work, &c., during erection.

J. A wind load of 30 lbs. per square foot on a train 14 ft. high (moving load).

K. A wind load nearly parallel to bridge of 30 lbs. per square foot of the projected area of the steel-work and of two trains 14 ft. high on a vertical plane normal to wind, or on travellers, false-work, &c., during erection.

L. Stresses due to a traction load of 750 lbs. per lineal foot on one track.

M. Stresses due to a variation of temperature of 150 deg. Fahrenheit.

N. Stresses due to a difference of temperature of 50 deg. between steel-work and masonry.

O. Stresses due to a difference of temperature of 25 deg. between the bottom chords of trusses when free motion is not allowed.

P. Stresses due to a difference of temperature of 25 deg. between the outer web exposed to the sun and the outer webs of compression members.

19. *Train loads on two tracks.*—The trains on the two tracks shall be assumed to have engines headed in the same direction, and whenever two separate loads give the maximum strains in any member, two trains shall be assumed on each track with length of train and position of engines giving the maximum.

20. *Loads used to determine section of members.*—All the co-existing loads and stresses and the deformation shall determine the section of the different members with the following restrictions:

Load "A" shall be used in all calculations where not otherwise provided.

Load "B' will be used to determine the dimension of the masonry and anchorage and also of the connection of suspended span to cantilever arm and of any members subject to reversal of stresses under live load.

Load "B" will also be used to establish the outline of the bridge so that the deflection due to the load will always leave the clear height as specified in paragraph 3.

Load "C" will be used for floor beams and stringers, and members receiving their maximum strain from a length of moving load covering two panels or less.

Strains produced by "P" will be considered as secondary strains, and loads "O" and "P" will be assumed to co-exist with one-half wind loads "I" and "J."

UNIT STRAINS AND PROPORTION OF PARTS.

21. *Unit strains in cantilever design.*—All parts of the structure shall be proportioned so that the sum of the maximum strains produced by the loads specified

shall not exceed the following amounts in pounds per square inch for carbon steel, when

A = Live load strains for loads as specified;
B = Dead load strains (including snow);
C = All co-existing maximum strains together, except secondary strains;
D = All co-existing maximum strains, including secondary strains.

22. *Tension members in main trusses.*—

A	B	C	D
10,000	20,000	20,000	22,000

23. *Suspenders or any members liable to sudden loading.*—

A	B	C	D
7,000	14,000	14,000	15,400

24. *Wire suspenders.*—

A	B	C	D
22,500	45,000	45,000	49,500

25. *Railway stringers.*—

A	B	C	D
9,000	9,000	16,000	17,600

26. *Floorbeams.*—

A	B	C	D
10,000	10,000	18,000	19,800

27. *Compression members in main trusses.*—

A	B	C	D
$10,000-40\frac{1}{r}$	$20,000-88\frac{1}{r}$	$20,000-80\frac{1}{r}$	$22,000-88\frac{1}{r}$

No compression member built of carbon steel shall, however, be strained more than 15,200 lbs. per square inch, not including secondary strains.

28. *Laterals and sway bracing.*—Take both systems in calculation of strains, disregarding reversal of strains.

29. *Rivets.*—

For compression . . . . . $16,000-70\frac{1}{r}$

	Bearing.	Shear.
Floorbeams and stringers	12,000 lbs.	6,000 lbs.
Truss members; Live + Dead	15,000 "	7,500 "
Truss members; all co-existing maximum strains	20,000 "	10,000 "
Laterals and sway bracing	20,000 "	10,000 "

For field rivets reduce above by 10%.

30. *Pins.*—For values of A = 10,000 in tension or over, or $10,000-40\frac{1}{r}$ in compression, and corresponding values of B, C and D, used in calculating the connected member.

Bearing.	Fibre Stress.
20,00 lbs.	24,000 lbs.

For smaller values of A, reduce in proportion.

31. *Nickel steel.*—Increase units given for carbon steel as follows:

Tension 40%
Compression and pins 25%

No compression member built of nickel steel shall, however, be strained to more than 19,000 lbs. per square inch, not including secondary strains.

32. *Units for determining sections.*—The units giving the maximum section shall be used for proportioning the different members; but the Board reserves the right to change the above unit stresses as may be deemed advisable in the light of further tests.

33. *Pressure on masonry.*—

Maximum pressure on bed plates per square inch.. .. .. 800 lbs.
Maximum pressure on concrete per square foot.. .. .. 33,000 "

34. *Anchorage masonry.*—Anchor piers shall show a co-efficient of safety of two.

35. *Assumptions and calculations.*—In case of dispute before and after the contract is awarded, the assumptions to be made and modes of calculation to be used shall be the ones made and used in the preparing of the plans exhibited, and the results of which are shown in the strain sheets and plans exhibited. The decision of the Chief Engineer on any such questions shall be final.

36. *Signs '+' and '—.'*—In all strain sheets the sign '+' shall denote compression; the sign '—' shall denote tension.

37. *Statically indeterminate structures.*—The strains in statically indeterminate structures shall be calculated from their elastic deformations and all assumptions made and formulæ used for the calculations must be given in strain sheets to be submitted.

38. *Bending strains.*—All bending strains produced by the weight of the member itself and by loads applied on the member shall be considered as primary strains.

All members shall be proportioned so that the greatest fibre strain due to this bending and axial strain together will not exceed the allowed units for the axial tension or compression in that member.

39. *Secondary strains.*—All strains produced owing to the deformation of the steel-work under any and all loads, either by the absence of pins at the joints or by the friction on pins opposing the turning of members shall be considered as secondary strains.

40. *Alternate strains.*—Members subject to alternate tension and compression shall be proportioned for either stresses. Rivets in connections and splices in all cases shall be proportioned for the sum of both stresses. Material in connections and splices shall be proportioned to resist the larger stress + 25 + of the smaller stress. In no case shall the section be less than the section of the member.

41. *Net section at rivets.*—In calculating the net area of tension members, the rivets holes shall be taken one-eight inch larger than the nominal diameter of rivets before driving.

42. *Rivets.*—In proportioning rivets, the diameter of the rivet before driving shall be used.

43. *Splices in tension members.*—Tension members shall be given full splice in material and rivets.

44. *Splices in compression members.*—All splices in compression members shall be given full strength in material and one-half strength in rivets, except the top and bottom flanges which shall be given full strength in material and rivets.

45. *Net section at pins.*—Pin-connected riveted tension members shall have a net section through the end pin hole at least thirty-three per cent (33%) in excess of the net section of the body of the member and the net section back of the pin hole parallel with the axis of the member, shall not be less than eighty per cent (80%) of the net section of the body of the member. The net section through the intermediate pin holes shall be increased over that of the member by the section cut out by the pin hole.

46. *Latticing.*—The latticing for compression members shall be calculated by assuming the value of $K^1/_r$ in the column formula $Uk = U - K^1/_r$ to be the maximum bending strain in the column produced by its compression. It shall also be assumed that the column will bend in a parabola. If the weight of the member produces additional shear, this must be added.

The same column formula used in proportioning the section of the member shall be used for its lattice bars. When the value of $^1/_r$ for the parts of struts connected by lattice bars is more than the value of $^1/_r$ for the whole strut, the former value shall be used in the calculation of the value of the strut.

47. *Plate girders.*—Plate girders shall be proportioned by their moment of inertia.

48. *Compression flange.*—The gross section of the compression flange shall not be less than the gross section of the tension flange, and the widths of the flange shall not be less than one-twelfth (1-12th) of the distance between its side supports.

49. *Flange rivets.*—The flanges of plate girders shall be connected to the web with a sufficient number of rivets to transfer the total shear at any point in a distance equal to the depth of the girder at that point, and in addition any load applied directly on the flange. The wheel loads where the ties rest on the flanges shall be assumed to be distributed over three ties.

50. *Web stiffeners.*—Stiffeners shall be riveted to the web as shown in the plans exhibited.

51. *Radius of gyration of compression members.*—Minimum radius of gyration shall be one one-hundreth (1-100th) of the length of member for trusses, and one one-hundred-and-twentieth (1-120th) for lateral and sway bracing struts.

52. *Materials to be used.*—Approach spans, floor-beams, stringers, hand railings, stairways and all rivets shall be made of carbon steel. In case the main part of any member of the trusses is made of nickel steel, all the details and connections of such member shall also be nickel steel. In case the main part of any other member of the bridge is made of nickel steel, the details and connections may be made of carbon steel.

DETAIL OF DESIGN.

53. *Open sections.*—Details shall be so designed that all parts will be accessible for inspection, cleaning, painting and repairs.

54. *Water pockets.*—Pockets or depressions which will hold water shall be provided with satisfactory drain holes, or be filled with acceptable waterproof material.

55. *Symmetrical sections.*—Main members shall be so designed that the neutral axis will be as near as practicable in the centre of section, and the neutral axes of intersecting main members of trusses shall meet at a common point.

56. *Adjustable members.*—Adjustable members shall not be allowed except for erection purposes.

57. *Strength of connections.*—The strength of connections shall be sufficient to develop the full strength of the member, even though the computed strain is less, the kind of strain to which the member is subjected being considered.

58. *Size of material.*—All plates and shapes shall be of the maximum sizes and thickness obtainable.

59. *Minimum thickness.*—No material shall have a thickness of less than ½ inch for all parts of main trusses, carrying calculated strains, except lattice bars which may be 7-16 in. and lattice angles which may be ⅜ in. The webs and flanges of floorbeams shall have a minimum thickness of ½ inch.

In no case shall any material be less than ⅜ in. except fillers.

60. *Minimum size of rivets.*—The nominal diameter of rivets shall be at least:—

⅞-in. up to 3½-in. grip;
1-in. from 3½-in. to 5½-in. grip;
1⅛-in. for 5½-in. grip and over

and the actual diameter of the holes shall be 1/16-inch larger.

The actual diameter of the rivets will be such as to require, when heated, a slight pressure to force them into the hole. The size of the rivets shall be adjusted to fill this condition.

61. *Pitch of rivets.*—The minimum distance between centres of rivets shall be three diameters of the rivet holes.

The maximum pitch in the angles in the line of strain for members composed of plates and shapes shall be five diameters of the rivet holes. For angles with two gauge lines the maximum shall be twice the above in each line, with rivets staggered.

The maximum distance between stitching rivets in compression members shall be eight times the minimum thickness of any one of the plates connected together.

The maximum distance between stitching rivets on the edges of tension members shall be ten times the minimum thickness of any one of the plates connected.

62. *Edge Distance.*—The minimum distance from the centre of any rivet to a rolled or planed edge shall be 1¾ times the diameter of the rivet hole. The maximum distance from any edge shall be eight times the minimum thickness of any one of the pieces connected, but shall not exceed six (6) inches.

63. *Pitch at ends.*—The pitch at the ends of built compression members shall not exceed four diameters of the rivet holes for a length equal to one and one-half times the depth of the member.

64. *Riveting of floorbeams to post.*—The holes in floorbeams for the rivets connecting them to the posts shall be drilled through templets on lines so inclined that, after riveting, the end moment in floorbeams is zero under full dead load and half live load.

65. *Compression members.*—The thickness of plates in compression members shall not be less than 1-24th of the distance between the lines of rivets connecting them to the flanges.

66. *Tie plates.*—The open sides of compression members shall be provided with lattice and shall have tie plates as near each end as practicable. Tie-plates shall be provided at intermediate points where the lattice is interrupted. In main members, carrying calculated strain, the end tie-plate shall have a length not less than the distance between the lines of rivets connecting them to the flanges, and intermediate ones not less than half the distance.

67. *Lattice.*—Double lattice shall be used for all main members in trusses.

The length between rivets of flat lattice bars shall not be more than thirty (30) times their thickness. In secondary truss members and lateral struts single lattice may be used; in which case the length between rivets of flat lattice bars shall not be more than forty (40) times their thickness. The inclination of lattice bars with the axis of the member shall be about 45 degrees for double lattice and 60 degrees for single lattice.

68. *Faced joints.*—Abutting joints in compression members shall be faced.

69. *Pin plates.*—Pin holes shall be reinforced by plates when necessary and at least one plate shall be as wide as the flanges will allow so that the allowed pressure on the pins shall not be exceeded, and so that the strains shall be properly distributed over the full cross-section of the member. These reinforcing plates must contain enough rivets in front of the pin to transfer their proportion of the bearing pressure.

70. *Forked ends.*—When forked ends are used they shall be made of at least twice the sectional area of the member, and at least as strong as the body of the member.

71. *Pins.*—Pins shall be long enough to ensure a full bearing of all the parts connected upon the turned body of the pin. They shall be secured by chambered nuts or be provided with washers if solid nuts are used. The screw ends shall be long enough to admit of burring the ends.

72. *Filling rings.*—Members packed on pins shall be held against lateral movement. Filling rings shall have two 1-inch holes with tap screws to allow shield to be forced in.

73. *Expansion.*—Provision shall be made for the expansion produced by a variation of temperature of 150° Fahrenheit.

74. *Rigid bracing.*—Lateral, longitudinal and transverse bracing in all structures shall be composed of rigid members, at least as substantial as those shown on the Board's plans.

75. *Overhead transverse bracing.*—Transverse frames rigidly connected to posts and chords shall be used at each main post and at the ends of the through portion of the bridge. They shall be as deep as the clearance will allow. Other transverse frames shall be used at all points where needed.

76. *Length of bracing.*—All lateral and sway bracing between compression members shall be made at least $\frac{1}{4}$-in. short between field connections.

77. *End bracings.*—Deck spans shall have transverse bracing at each end, proportioned to carry the lateral load to the support.

78. *Bracing to clear ties.*—Lateral bracing in deck spans shall be far enough below the flanges to clear the ties in all cases.

79. *Top flange cover.*—Where flange plates are used, one cover plate of top flange shall extend the whole length of the girder.

80. *Web stiffeners.*—Web stiffeners shall be in pairs. Those over the end bearings shall be on fillers. The outstanding legs shall be as wide as the flange angles will allow, and they shall be brought to a close bearing against the upper and lower flange angles. Intermediate stiffeners shall be crimped over the flange angles. Their outstanding legs shall be not less than 1-30th of the depth of the girder, plus 2 inches The thickness of all stiffeners shall be not less than $\frac{3}{8}$-in. and the rivet pitch in them shall not be over 5 in.

81. *Camber.*—The length of all members of the cantilevers shall be such that under dead load all panel points shall be in straight lines. For the suspended span they shall be in straight lines under maximum loads covering the entire span.

82. *Open joints during erection.*—Open joints during erection shall not be allowed in any part of the trusses.

83. *Eyebars.*—The eyebars composing a member shall be parallel to the axis of the truss. In case this is found impossible permission to use a maximum inclination of any bar limited to 1 in. in 16 feet must be obtained from the Chief Engineer.

84. *Number and size of wire suspenders at end of suspended span.*—The suspenders shall be made of the size required to meet the specifications. The number of suspenders shown on the drawings exhibited shall preferably be increased, when shop details are made so as to keep their diameter under two and one-half inches if practicable.

85. *Size of wire.*—The wire used shall not be less than No. 8 U.S. gauge.

86. *Wire splices.*—The suspenders shall preferably be made without intermediate splices. If this be found impossible on account of the length of wire required, the splices shall have a strength of at least 95 per cent of the ultimate strength of the wire, so made that they will resist the tendency to open or part during the operation of winding.

87. *Size of splices.*—The splice may consist of a sleeve not more than $\frac{3}{8}$ inch in diameter with right and left-hand threads, the wires for shop splices having cold rolled threads and mitred ends for locking the splice. All splices shall be carefully soldered in a manner acceptable to the Engineer.

88. *False works on concrete pedestals.*—All false work shall rest on concrete pedestals built at least five (5) feet deep into the ground.

89. *Permanent stairways, &c.*—The Contractor shall design, provide and erect permanent stairways with hand railings at both sides of the bridge at each end portal of the anchor arms and suspended span, giving access from the floor to the top chords, and also one permanent staircase leading from the floor to the top of each main and anchor pier, or twelve in all.

The Contractor shall also design, provide and erect a permanent walk with hand railings on each side, for the whole length of both top chords and across the ends of the suspended truss and anchor arms and across the bridge at the main posts over both main piers.

The permanent stairs shall be made of checkered steel or cast iron, and the walks of wood, all firmly held in place.

Hand railings may be made of wire ropes supported on steel standards securely held in position.

90. *Traction brakes.*—The Contractor shall also provide and erect, between the suspended span and the cantilever arms, effective brakes to prevent motion of the suspended span under traction forces.

91. *Modification to plans exhibited.*—If possible, all top chord supports shall be given the same appearance in elevation, and all top laterals be given the same depth.

STRAIN SHEETS, PLANS AND QUANTITIES.

92. *English units to be used.*—All strains given must be in 1,000 lbs. units, and English weights and measures are to be used.

93. *Erection plans.*—The Contractor shall submit plans showing clearly the method of erection and traveller proposed, so that erection strains may be readily checked.

94. *Strain sheets.*—The Contractor offering his own design must furnish complete strain sheets giving the primary and secondary strains under all conditions of load, during and after erection, and when requested to do so, he must, to facilitate checking, furnish in detail the calculations by which his strains were obtained.

Separate strain sheets must show all strains:

I. From uniformly distributed dead load;

II. From all other dead loads;

III. From live load;

IV. From wind;

V. From temperature;

VI. From traction;

VII. From the maximum co-existing loads.

95. *Section of members.*—The section of all members must be given in detail on the strain sheets and the radii of gyration of all built up members must be shown.

96. *Plans to be furnished with tender on Contractor's plans.*—The plans submitted must show the details of the make-up of all truss members and their splices, of the floor, of the laterals and sway bracings and all connections, of the lacing of all compression members and of the pedestals and anchorages.

The plans submitted must also show all deflections of all parts under the maximum cases of loading specified.

The strain sheets and plans submitted must give all the information needed for determining the adequacy and the agreement with the specifications of the proposed design and for judging the difficulties and the time required for the erection.

97. *Quality of material.*—The structure shall be built entirely of steel in accordance with the attached stress and material diagrams as may be modified to conform with the lengths of spans fixed, or to be fixed, by the Board, the loads provided for in this specification and the unit stress (subject to revision as per paragraph 32 provided), set out in the same.

The contract price per pound applies to the necessary alterations in the sections of members to conform with the provisions of this paragraph as above set out; provided, however, all members of the structure shown on the attached drawings as of nickel steel or of carbon steel, respectively, shall remain of like material on the revised plans.

If the Board should substitute nickel steel for carbon steel in any member, the Contractor shall be paid the contract price per pound plus three and one-quarter ($3\frac{1}{4}$) cents per pound, on the finished weight of such nickel steel; or if the Board should substitute carbon steel for nickel steel in any member, the Contractor shall be paid the contract price per pound less three and one-quarter ($3\frac{1}{4}$) cents per pound on the finished weight of such carbon steel.

98. *Masonry piers.*—Contractors offering their own plans will also send plans of the masonry abutments and piers required (other than the main piers), subject to these specifications.

99. *Railway tracks.*—The railway tracks will be built as per drawing exhibited, with two stringers 8 feet apart under each track.

100. *Strain sheets and plans after contract is awarded.*—(1) As soon as the contract has been awarded the Contractor shall furnish all erection plans, strain sheets and deformation diagrams and details in connection therewith or incidental thereto, to conform with the plans and specifications submitted or accepted by the Minister, all of which erection plans and the details in connection therewith or incidental thereto shall be subject to the approval of the Chief Engineer, and any substitution for, alteration in or modification of any such erection plans, submitted or approved by the Minister, shall be subject to the joint approval of the Board and the Contractor.

(2) The Contractor shall furnish strain sheets and deformation diagrams together with all detailed calculations in connection therewith, or incidental thereto, or in connection with or incidental to the contract work covered, or intended to be covered thereby, which strain sheets, diagrams and detailed calculations shall be subject to the approval of the Chief Engineer, and any substitution for, alteration in or modification of any such strain sheets, diagrams and any such detailed calculations shall be subject to the joint approval of the Board and of the Contractor.

(3) The Contractor shall furnish all shop drawings for the approval of the Chief Engineer and shall not order or manufacture any materials in connection with or incidental to the contract work, or any part thereof, or execute any work, covered, or to be covered by such drawings or any of them, under the contract, plans and specifications as a part of such contract, or any of them, until such shop drawings have been first approved by the Chief Engineer.

IV. No plan, drawing, strain sheet or other document shall be deemed to have been properly approved until it has been signed by the Chief Engineer.

101. *Size of plans.*—All plans, strain sheets, &c., made by the Contractor after the contract is awarded, shall be made on sheets of uniform width.

102. *Where final plans have to be made.*—To prevent delays, all drawings and strain sheets, after the contract is awarded, shall be made at one place in Canada, and all shop drawings shall be made in full detail according to the best American practice, using English measures.

The principal assistant engineer, with a sufficient staff, may be sent to the place where the drawings and strain sheets, referred to above, are made, so as to check all calculations and plans without delay; in which case, the Contractor, at his own cost, shall provide such staff with a private office and such desks, seats, tables, chests of drawers for plans, &c., as will be found necessary for the proper performance of their work.

103. *Erection strain sheets and plans.*—The erection plans shall show all travellers, machinery, lifting tackle, gripping apparatus, temporary members, false work, &c., in full detail so that their weight may be accurately ascertained. Every stage of erection shall be carefully planned showing position of travellers, locomotives, cars and other loads, so that the strains in the different permanent members of the bridge, temporary members and false works, as well as the stability of the structure and false work, under maximum conditions of loading, wind and temperature, may be fully provided for.

104. *Dimensioning of truss members for erection strains.*—In dimensioning truss members for erection strains the calculated weight of travellers, locomotives, cars, &c., shall be increased 10% to cover any inaccuracy in the estimated loads. This, however, shall not apply to wind loads.

105. *Final strain sheets.*—Strain sheets shall be made by the Contractor in at least as much detail as in the strain sheets exhibited, for all loading separately, and also

added together, as per these specifications. Such strain sheets shall be corrected from time to time as the work proceeds on the shop and erection plans.

They shall be considered complete and satisfactory, and approved only when the exact weights and loads have been ascertained and checked by the Chief Engineer.

106. *Shop plans.*—Shop plans shall be approved only when they have been made to conform with the strain sheets and when such plans and strain sheets agree absolutely.

107. *Floating the suspended span.* The suspended span as shown on drawing No. 1 and the detail drawings exhibited, has been designed for being floated into position and not for being erected by cantilevering out.

108. *Copies of plans to be furnished by the Contractor.*—The Contractor shall furnish the Minister with five copies of all plans made for or in connection with this work, as well as all copies needed by the inspectors. At least two of the copies to be furnished shall be made on blue print linen.

WORKMANSHIP.

109. *General.*—All parts of the works shall be built in accordance with the approved plans.

The workmanship and finish shall be the best that the most suitable modern machinery and skilled labour to be obtained can give, to meet these specifications.

110. *Straightening material.*—Material shall be thoroughly straightened in the shop by methods that will not injure it, before being laid off or worked in any way.

111. *Planed edges.*—All sheared edges shall be planed off at least $\frac{1}{8}$ in.

All chipping, whether of rivets or other parts, shall be done in a neat workmanlike manner without breaking out of metal. Each chipped surface shall be finished off with a file.

Where metal is chipped or planed out of a plate or shape all concave corners shall be rounded off to a radius of at least 2 inches (2″) unless shown otherwise on the plans.

112. *Rolled edges.*—Rolled edges through which strains are transmitted by bearing shall be treated like sheared edges.

113. *Sub-punched and reamed work.*—Members made entirely of carbon steel, except I-beams, may be sub-punched and reamed, but no punching shall be allowed on material over $\frac{1}{8}$ in. thick.

114. *Drilled work.*—All members built partly or entirely of nickel steel, all I-beams and all carbon steel more than $\frac{1}{8}$ in. thickness shall have all holes drilled after assembling, and all parts not riveted before shipping match-marked.

115. *Templets.*—The templets shall not be applied to any material unless it is perfectly straight. They must lay flat without any distortion while the marking is being made.

116. *Reaming.*—Punched holes shall be made with a punch $\frac{3}{16}$ in. smaller in diameter than the nominal size of the rivets and shall be reamed to a finished diameter of not more than $\frac{1}{16}$ in. larger than the rivet.

117. *Reaming after assembling.*—Reaming of punched holes shall be done after the pieces forming one built member have been assembled and firmly bolted together to the satisfaction of the inspector.

Holes for field connections other than field splices of main members shall be reamed or drilled, as the case may be, to a steel templet at least 1 inch thick.

Reaming shall be done with twist drills working without vibration so as to obtain a hole perfectly cylindrical and perpendicular to the plane of the metal.

If it be necessary to take the pieces apart for shipping and handling, the respective pieces reamed together shall be so marked that they may be reassembled in the same position in the final setting up. No interchange of reamed parts will be allowed.

118. *Removing burrs and fins.*—Before assembling and after drilling, reaming and planing, all burrs and fins shall be removed from punched, drilled or reamed holes and sheared edges.

After the pieces are reamed every hole shall be gone over with a countersinking tool cutting off the sharp edges of the hole and making a fillet of at least $\frac{3}{16}$ in. under each rivet head.

119. *Size of rivets.*—The size of rivets, called for on the plans, shall be understood to mean the actual size of the cold rivet.

120. *Punching.*—The diameter of the die shall not exceed that of the punch by more than $\frac{1}{16}$ of an inch.

Punching must be accurate so that all parts of the hole shall be cut by the reamer.

121. *Use of large rivets.*—Wherever in riveted work the punching is not close enough to permit the reamer to properly clean up all parts of the holes, such holes must be reamed out for the next larger size rivets. When holes cannot be cleaned up for the next larger sized rivets, the parts inaccurately punched shall be rejected.

122. *No heavy drifting.*—Under no circumstances will heavy drifting be permitted.

123. *Planing edges.*—All plates shall be strongly held against displacement when edges are being planed.

124. *Drilling rivet holes in built members.*—All drilling shall be done after the pieces forming one built member have been assembled and firmly held together.

Drilling shall be done with machines working without vibration so as to obtain a hole perfectly cylindrical and perpendicular to the plane of the metal.

Drills shall be sharpened often enough so as to leave a smooth surface to the interior of the hole and shall be rejected when they are worn out to 1-64th in. below gauge.

125. *Drilling rivet holes in splices.*—When compression members are spliced on both sides, the splicing material on one side shall be drilled with one of the spliced portions of the member and the splicing material on the other side shall be drilled with the other portion of the member. The two portions of the member shall then be faced, if required, and assembled together to exact length and held firmly in position. The half drilled splicing material shall then be bolted securely in place and the blind holes drilled through the holes of the member as a templet.

126. *Members to be straight.*—The several pieces forming one built member shall be straight and fit closely together, and finished members shall be free from twists, bends and open joints.

127. *Assembling compression members.*—All compresion members between end pins shall be completely assembled in the shops. The different parts shall be firmly held together by turnbuckles before the final drilling of splicing material. Before taking apart, all pieces shall be permanently match-marked. The shoes and such other parts of the work as the Engineer shall deem necessary to assemble completely in the shop, to insure proper fit in the field, shall be so assembled.

128. *Finish of joints.*—After the whole member between splices is assembled and completely riveted up with splice holes bolted, abutting joints in compression members shall be truly faced so as to have even bearings when perfectly aligned.

This facing on the main members of the trusses shall be done with planing machines. Rotary cutters shall not be allowed.

129. *Webb stiffeners.*—The ends of stiffeners shall be faced and shall be brought to a true contact bearing with the flange angles.

130. *Splice plates and fillers.*—Web splice plates and fillers under stiffeners shall be cut to fit exactly between flange angles.

131. *Webb plates.* All buckled web plates shall be rejected. Web plates of girders which have no cover plates, shall not project above the angles and never be more than $\frac{1}{16}$ in. below a true plane coincident with the roots of the angles.

132. *Connecting angles.*—The outstanding legs of all connection angles connecting stringers to floorbeams or floorbeams to posts, chords, or other members, must not exceed an angle of 90° by more than $\frac{1}{8}$ in. at the end of the longer leg.

In fitting these angles to the stringers or floorbeams, they shall be so fitted that the exact length is measured to the root of the angles, the two roots being in exactly the same plane. The entire end of the assembled member shall then be faced, so as to provide against any reduction of area of the angle at the root of such facing, and in such a way as to secure a true surface for the whole width of the connection, and to allow all parts to be drawn together without any strain in the rivets.

133. *Assembling before riveting.*—Riveted members shall have all parts well pinned up and firmly drawn together with a sufficient number of bolts before riveting is commenced. Care shall be taken to see that no chips from drilling or reaming have been left between the different parts. The surfaces coming in contact shall each be painted before being bolted together.

134. *Rivet forges.*—Rivets, both in the shop and in the field, shall be heated in oil, gas or hard coal furnaces of a form approved by the Engineer. Hand forges can be used only in special cases by permission of the Engineer.

135. *Heating rivets.*—The rivets shall be heated in the furnace at the highest possible temperature without burning, and must be driven without delay. The head of the rivet must be at least at the same temperature as the body. Rivets that 'spit' on being taken from the furnace shall be thrown away.

Any rivet heater who is not able to heat the whole of a rivet at the same bright heat without burning, shall be immediately discharged.

136. *Removing scale.*—Before the hot rivet is put in place any scale formed during heating shall be removed.

137. *Driving rivets.*—Rivets shall be driven by pressure tools. Where this is found impossible pneumatic hammers shall be used. As soon as the pressure becomes inadequate, riveting must stop until the pressure has been raised.

138. *Rivets.*—The rivet heads must be hemispherical and of uniform size, for the same sized rivets, throughout the work. They must be full and neatly made and even show a small rounded burr to prove that the rivet was long enough. If the burr so formed is unsightly, it shall be neatly cut with a hand chisel. Heads must be concentric with the rivet holes and the connected pieces thoroughly pinched together. Caulking or re-cupping is expressly forbidden.

139. *Snaps.*—The snaps used shall be of a pattern approved by the Engineer. They must have flat edges to prevent cutting into the plates and when in use must be normal to the surface of the member.

140. *Bad rivets.*—All rivets with crooked or cracked heads, or heads not formed centrally on the shank, or rivets which are loose, either in the hole or under the shoulder shall be removed as soon as marked by the inspector, and replaced.

141. *Cutting rivets.*—If it is found that the cutting and removing of rivets spoils the holes or the material, the rivets shall be removed by drilling.

142. *Discharging riveters.*—Any gang of riveters in whose work too many defective rivets are found will not be allowed to do any further riveting on these works.

143. *Dollys.*—All dollys shall be cup dollys to fit the rivet heads, as no flat heads will be allowed except where specified on the shop plans.

144. *Eyebars.*—Eyebars shall be straight and true to size, neatly and smoothly finished, and shall be free from twists, folds in the neck or head, or any other defects. All small cracks in the heads or neck shall be carefully cut out, and if found too deep shall cause the bar to be rejected. Heads shall be made by upsetting, rolling or forging, but no patching at the forge fire will be allowed on bar or head.

Welding will not be allowed.

The forms of heads will be determined by the dies in use at the works where the eyebars are made, if satisfactory to the Engineer, but the Contractor shall guarantee the bars to break in the body when tested to rupture. The thickness of head and neck (unless authorized by the Chief Engineer before the drawings are made) shall be at least equal to and shall not exceed, by more than $\frac{1}{8}$ inch the thickness of the bar.

The heads shall be neatly and smoothly finished to the size and form given on the approved shop drawings, and be symmetrical about the axis of the bar.

145. *Boring eyebars.*—Before boring, each eyebar shall be properly annealed and carefully straightened. Pin holes shall be in the centre line of bars and in the centre of heads. The eyebars of each panel shall be piled on each other at the shops and the pins for which they are bored shall be passed through the holes at both ends of the bars at the same time without forcing.

146. *Annealing.*—Air quenching and annealing in special gas furnaces may be specified before the date at which the tenders are to be received. If no such specification be issued the choice of the mode of annealing will be left to the Contractor.

147. *Gradual heating.*—The bars must be gradually raised to the required temperature for upsetting or annealing and not thrust cold into a highly heated furnace.

148. *Wire suspenders.*—The method of making the strands shall be selected by the manufacturer, but must be approved by the Chief Engineer, and give, in full size tests, the specified requirements.

149. *Binding strands.*—When all the wires have been laid in place around the shoes, under suitable and even tension, they will be bound together by bands to keep them in their proper position.

These bands will be composed of five or six turns of No. 10 U.S. gauge wire, securely locked and will be placed at intervals not to exceed two feet.

150. *Cable shield.*—The cable shield for filling the interstices between the wires of the strands shall be some form of neutral mineral oil or other material of composition and consistency approved by the Engineer. It shall be applied so as to thoroughly and permanently fill the interstices between the wires.

151. *Straining before boring.*—All suspenders before boring shall be put under a tension of at least 40,000 lbs. per square inch for at least one hour, with the shoes securely attached.

The shoes shall then be bored under an even tension for all suspenders of about 10,000 lbs. per square inch.

To ascertain the probable stretch of such suspenders the manufacturer, at his own cost, shall first finish, build and test one after the other, so as to remedy possible defects, three suspenders of the length prescribed and ascertained their stretch under loads of 10,000, 20,000, 30,000 and 40,000 lbs. per square inch. In case of non-uniformity in the results, the manufacturer at his own cost, shall furnish, build and test additional suspenders until sufficient uniformity be obtained.

152. *Covering of suspenders.*—The suspenders shall be thoroughly protected from the weather. The protection shall be so designed in as many parts as will make them easy to handle and so that they may be readily removed to allow inspection of all parts, and easily put back in place.

153. *Pin holes.*—Pin holes shall be bored true to gauges, smooth and straight, and at right angles to the axis of the member and parallel to each other.

The boring shall be done at one operation on the entire members after all the shop riveting has been completed.

154. *Location of pin holes.*—All pin holes shall be drilled in their exact positions within 1-32 in. and any template or other means or apparatus required for checking said positions, without any chance of error over 1-32 in. shall be furnished by the Contractor.

155. *Measurement of members with pin holes.*—Measurements of lengths of members with pin holes shall be taken between bearing surfaces of such pin holes and not centre to centre.

156. *Size of pin holes.*—The diameter of pin holes shall be 1-50th in. larger than that of the pin for pins up to six (6) in. diameter and 1-32nd in. for larger pins.

157. *Pins over six inches diameter.*—Pins over 6-inch diameter shall be forged and must be sufficiently worked under the hammer to insure sound material.

158. *Pins and rollers.*—Pins and rollers shall be accurately turned to gauge and shall be straight and smooth and entirely free from flaws. All pins over six (6) inches shall have holes at least two (2) inches in diameter, drilled exactly in the centre.

159. *Castings.*—All castings shall be steel castings and shall be annealed.

160. *Welds.*—Welds in steel will not be allowed.

161. *Bed plates.*—Expansion bed plates shall be placed true and smooth. Cast wall plates shall be planed top and bottom. The cut of the planing tool shall correspond with the direction of expansion.

162. *Pilots nuts.*—Pilot and driving nuts shall be furnished for each size of pin in such numbers as may be ordered.

163. *Shipping details.*—Pins, nuts, bolts, rivets and other small details shall be boxed or crated.

164. *Weight.*—The weight of every piece and box shall be marked thereon in plain figures.

165. *Standard tapes.*—All tapes or other measuring apparatus shall be tested so as to absolutely conform to the chosen strandard. Tapes shall be standardized lying flat and supported on their entire length under a tension of ten (10) pounds.

166. *Tension on tapes.*—All measurements shall be made with tapes lying flat and supported at frequent intervals, firmly held at one end and under a permanent tension of ten (10) pounds.

All important measurements shall be made by the Engineer himself.

167. *All tapes to be furnished by the Contractor.*—All tapes and attachments needed by inspectors in the shoes and during erection shall be furnished by the Contractor.

SHIPPING AND ERECTION.

168. *Loading, &c.*—At all stages of the work the material shall be handled with the greatest care to prevent any deformation, bend or twist of the members or any of their parts.

Cranes and special gripping apparatus for every piece approved by the Engineer, shall be provided for this purpose as no skidding will be allowed. The Engineer shall have the absolute right to stop and prevent any handling which he may deem to be injurious to any part of the material and his orders shall be obeyed at once.

Material shall be loaded with the greatest care and to the satisfaction of the Engineer, so as to prevent injury in transit.

169. *Shipping suspenders.*—Suspenders shall be shipped with their shoes in place and firmly connected to them, be laid on the cars without bends and thoroughly protected from the weather. They shall be handled throughout with the greatest care.

170. *Weighing.* The inspector shall be notified before the weighing of any material is done, and copy of the weights shall be immediately sent to the Engineer.

The materials may be weighed before or after painting, but no allowance for painting after weighing shall be made.

The weight of field rivets paid for shall be the weight of the rivets actually left in the bridge.

171. *Storing material.*—All material, both in the field and at the shops, must be stored as to prevent injury to it, and to prevent, as far as possible, any accumulation of water or dirt on it.

Stringers and floorbeams must be so stored on edge and not be laid on their sides.

172. *Inspection.*—When the material is unloaded it shall be re-inspected before erection.

173. *Erection.*—Erection shall be proceeded with according to the approved programme.

All main members, between panel points, shall be completely riveted before another main panel is erected.

174. *Bolts and drifts.*—Two-thirds of the rivet holes in erection splices and connections shall be filled up with bolts and one-third with drift pins, equally distributed throughout the joint. The diameter of erection bolts and drift pins, and the shape of drift pins must be approved by the Engineer. Before riveting, all bolts shall be screwed up as tight as possible. Not more than one-third of the holes not filled up

with rivets shall at any time be without bolts properly distributed to ensure a thorough pinching of the materials.

175. *Mode of erection.*—The cantilevers may be erected either by first building the shore arm complete, or by starting on both sides of the main piers. In the latter case, a concrete pier shall be built at the first panel point from the main pier towards the anchorage, and the stability of the works under wind and temperature shall be secured by these two supports alone.

The cost of said concrete piers and concrete foundations under the false work shall be borne by the Contractor.

In any case the shoes shall first be put in place and securely bolted to the masonry and the erection of the bottom chord shall start from the shoes.

176. *Anchorage.*—All anchorage steel built in the piers shall be laid by the Contractor. It shall be manufactured, shipped and erected so as not to delay the Contractor for masonry.

177. *Reversed strains during erection.*—Whenever tension members have to temporarily carry compression during erection, they shall be so packed and stayed as to be able to safely carry said compression.

178. *Cantilevering out suspended span.*—In case the suspended span is erected by cantilevering out, its erection shall be started only after the Chief Engineer is satisfied that the final connection can surely be made before winter interrupts the work.

179. *Surveys and location.*—The Contractor shall make all necessary measurements to check the location of the masonry piers and abutments and a complete agreement as to these measurements must be arrived at between the Contractor and the Chief Engineer before erection begins. Any error between the plans and the masonry as built shall be corrected in the dimensions shown on the plans.

The Contractor shall also locate the shoes, anchorages and all other parts of the bridge and must come to a complete agreement on said location with the Chief Engineer.

And the Contractor shall be held entirely and completely responsible for any errors in the measurements and locations mentioned in this paragraph.

180. *Holes for stone bolts.*—Holes for stone bolts connecting the shoe to the pier shall be drilled in the masonry with the greatest care so as not to split the stone, as soon as all the shoes have been placed in their final positions.

181. *Filling with concrete.*—The interior of any part of the shoes shall be filled with cement concrete, and cement mortar and grout where and when ordered by the Engineer.

182. *Open joints during erection.*—See paragraph 82.

183. *Web members in tension.*—All pins, of each panel, in web members made of several lengths of eyebars, shall be kept in straight lines at all stages of erection.

184. *Workmanship.*—All other pertinent clauses of these specifications shall apply to erection.

185. *Maintenance of staging, false-work, &c.*—The Contractor shall keep all staging and false work in a safe condition, and provide such temporary stairways, gangways, staging, rope railing, &c., as the Engineer may direct to allow a thorough inspection of the work during construction.

MATERIALS.

Rolled carbon steel.

186. *Furnace used.*—All structural steel shall be made in an open-hearth furnace.

187. *Decarburization.*—During the reduction of steel in the open-hearth furnace decarburization below 0·12 per cent of carbon will not be allowed.

188. *Phosphorus and sulphur in stock.*—No stock used in the open-hearth furnace shall contain more than .10 of one per cent of phosphorus or more than .07 of one per cent of sulphur.

189. *Iron ore.*—The use of iron ore for the reduction of carbon in the furnace charge will be permitted according to usual and good practice.

190. *Recarburization.*—The recarburization of steel and addition of manganese shall be performed in a careful manner, giving the most uniform results and to the satisfaction of the Engineer.

191. *Chemical requirements.*—The ladle tests of steel as usually taken shall not contain more than the following proportions of the elements named.

	Acid.	Basic.
Phosphorus	.06 per cent.	.04 per cent.
Sulphur	.04 "	.04 "
Manganese	.70 "	.70 "
		No. chromium to be used.
Silicon	.10 "	.10 per cent.

It is desired that the carbon contents be as small as possible to meet the specifications.

192. *Rivet steel.*—The ladle tests of the carbon rivet steel shall not contain more than .03 of one per cent, of phosphorus, and not more than .03 of one per cent of sulphur.

193. *Ingots.*—The amount of discard from the top and bottom of ingots must be sufficient to insure steel of uniform quality, free from piping and undue segregation.

Slab ingots shall not be allowed.

194. *Finished product.*—The finished material shall be free from injurious seams, flaws or defective edges, and have a clean smooth finish.

It shall be true to section. The variation in weight shall be in accordance with the standard specifications of the American Society for testing materials.

195. *Physical requirements.*—Specimens cut from the finished material shall show the following physical properties:—

Material.	Ult. Strength. (Lbs. per square inch.)	Minimum Yield Point. (Lbs. per square inch.)	Minimum Elongation. (Per cent. in 8 inches.)	Minimum Reduction. (Per cent of area.)
Shapes and plates up to and including 1 in. thick	62,000 to 70,000	35,000	$\frac{1,500,000}{\text{ultimate.}}$	44 per cent.
Plates over 1 in. thick	62,000 to 70,000	33,000	22%; 20 % for sheared plates.	40 per cent.
Rivets	48,000 to 56,000	28,000	$\frac{1,500,000}{\text{ultimate.}}$	50 per cent.

Yield to be determined by drop of the beam.

Speed of machine for testing samples to be such that material under tension will not elongate more than one inch in two minutes.

196. *Bending tests.*—Specimens cut from plates, bars and shapes two inches wide shall bend cold 180 degrees around a rod of a diameter equal to the thickness of the specimen; when at or above a red heat, 180 degrees flat.

Specimens cut from rivet rods shall bend 180 degrees flat when cold, or when at or above red heat. A test piece two inches long when heated to a bright cherry red shall flatten longitudinally under the hammer to a thickness of $\frac{1}{4}$ inch without cracking on the edges.

Full sized sections of eyebar material as rolled without annealing shall bend cold about a rod of diameter equal to twice the thickness of the bar.

All specimens in bending tests must show no signs of cracking on the outside of the bend.

197. *Fracture in tension.* The fracture of all tension tests shall show a fine, silky texture, of a uniform bluish gray or dove colour, free from black or brilliant specks, and show no sign of crystallization.

ROLLED NICKEL STEEL.

198. *Furnace.*—All nickel steel shall be made in an open-hearth furnace. It shall be made in the same manner and of the same stock as specified for rolled carbon steel with the addition of nickel.

199. *Chemical requirements.*—The ladle test shall contain not less than 3.25 per cent of pure nickel, and not more than the following proportions of the elements named.

	Acid.	Basic.
Phosphorus	.06 per cent.	.04 per cent.
Sulphur	.04 "	.04 "
Manganese	.70 "	.70 "
		No. chromium to be used.
Silicon	.10 "	.45 per cent.
Carbon	.45 "	.45 "

200. *Heating and rolling.*—Care shall be taken in the heating and rolling of nickel steel to prevent the formation of heavy scale. The material must not be pitted

by rolling the scale into it. All material with pitted or heavily-scaled surfaces, or with ragged edges, will be rejected.

201. *Physical Requirements.*—Nickel steel for plates and shapes in the finished material must meet the following physical requirements:—

Ultimate strength, 85,000 to 100,000 lbs. per sq. in.

Yield point, 50,000 lbs. per sq. in. minimum.

Elongation in 8 inches (per cent) $\frac{1,600,000}{\text{ultimate}}$

up to 1", with a reduction of 1% for every $\frac{1}{4}$" increase in thickness but never less than 14%.

Reduction of area 40% up to and including $\frac{3}{4}$" in thickness decreasing by 2 for every $\frac{1}{4}$" over $\frac{3}{4}$".

Nickel steel for pins in the finished material must meet the following physical requirements:—

Ultimate strength, 90,000 to 105,000 lbs. per sq. in.

Yield point, 55,000 lbs. per sq. in. minimum.

Elongation in 2 inches (per cent) $\frac{1,800,000}{\text{ultimate}}$ minimum.

Reduction of area, 35 per cent minimum.

202. *Bending tests.*—Specimens of nickel steel not less than 2" wide and of the full thickness of the material as rolled shall bend cold 180° around rods of the diameters specified below for the various thicknesses, without fracture on the outside of the bend.

For material up to $\frac{1}{2}$" incl.	180°	around	D=1T.
" over $\frac{1}{2}$" and up to $1\frac{1}{2}$" incl. . . .	180°	"	D=2T.
" over $1\frac{1}{2}$"	180°	"	D=3T.

Angles of all thicknesses shall open cold to an included angle of 150° and close to an angle of 30°, without a sign of fracture.

STEEL CASTINGS.

203. *Furnace.*—Steel for castings shall be made in an open-hearth furnace.

204. *Stock.*—At least one-third of all stock used for steel castings shall be pig-iron; and, when scrap is used, it shall be of a kind and quality satisfactory to the Engineer.

205. *Decarburization.*—During the reduction of the steel in the furnace, it shall not be decarburized below ·10 of one per cent.

206. *Use of iron ore, &c.*—In making steel for castings, the use of iron ore, ferro-silicon, ferro-manganese and spiegeleisen will be allowed according to usual and good practice.

297. *Chemical requirements.*—The ladle test of steel for castings shall not contain more than the following proportions of the elements named:—

Phosphorus.	·04	of one per cent	for basic steel.
Sulphur.	·06	" "	acid steel.
Manganese.	·75	" "	
Silicon.	·35	" "	

208. *Annealing.*—All steel castings shall be carefully and thoroughly annealed in a manner approved by the Engineer, and shall have a fine grained or silky fracture.

209 *Soundness of castings.*—All castings shall be sound and free from shrinkage cracks and as free from sand holes and blow holes as the latest and best practice can produce. The Engineer shall be the final judge as to whether a defect is sufficient cause for rejection. Every casting which contains a blow hole or blow holes, or any other cavity or flaw of such size and so placed as to injure it materially, shall be rejected.

210. *Welding of castings.*—No electric or other welding or patching of defects in castings shall be done, unless authorized by the Engineer. Any such welding or patching done without the Engineer's consent shall cause the rejection of the casting.

211. *Physical tests.*—Test pieces taken from coupons on the annealed castings shall show an ultimate strength of not less than 65,000 lbs. per square inch, an elastic limit of at least 35,000 pounds per square inch, and an elongation of not less than 20 per cent in 2 inches. They shall bend without cracking 120 degrees around a rod twice the thickness of the test piece.

212. *Shape and finish.*—All steel castings must be true to the drawings, with smooth surfaces, and all re-entrant angles must be neatly filleted. They must be placed exactly true and smooth where the drawings require, and all holes for bolts must be drilled accurately to metal templets. Bolt holes in castings shall be 'spot-faced' wherever required by the Engineer.

213. *Cleaning.*—All cores of castings shall be thoroughly removed and the mould sand thoroughly cleaned from the surfaces.

CABLES, SUSPENDERS AND HAND ROPES.

214. *Steel for wire.*—All steel for wire for the cables, suspenders and hand ropes shall be made throughout in an open-hearth furnace, lined with silica.

The wire for serving the cables shall be made of Norway iron of a quality approved by the Engineer.

215. *Stock.*—The melting stock used for wire steel shall consist of pig iron to the extent of not less than 45 per cent of the total charge, together with other suitable melting stock. None of the pig iron and none of the other melting stock shall contain more than ·03 of one per cent of phosphorus or ·03 of one per cent of sulphur.

216. Reduction of carbon.—The use of iron ore for the reduction of carbon in the furnace charge will be allowed according to the usual and good practice.

217. *Recarburization.*—The recarburization of steel is essential and the addition of manganese and carbon shall be accomplished by the use of ferro-manganese or spiegeleisen only, and shall be performed carefully, in a manner most likely, in the opinion of the Engineer, to give good results.

218. *Decarburization.*—During the reduction of the steel in the open-hearth furnace, it shall not be decarburized below ·20 of one per cent.

219. *Chemical requirements.*—The ladle tests of the steel shall conform to the following chemical requirements:—

Carbon, not to exceed	·85	of one	per cent.
Manganese, not to exceed	·55	"	"
Silicon, not to exceed	·20	"	"
Phosphorus, not to exceed	·04	"	"
Sulphur, not to exceed	·035	"	"
Copper, not to exceed	·02	"	"

220. *Ingots.*—The finished steel shall be cast in ingots of such size, weight and shape and so poured as, in the judgment of the Engineer, to eliminate to the greatest degree piping and harmful segregation. All surface defects shall be removed, and enough of the top of each ingot discarded to insure sound material. This discard must represent not less than 30 per cent of the weight of the ingot, and shall extend as much farther as may be necessary to secure freedom from pipings and injurious segregation.

221. *Billets.*—The wire billets rolled from these ingots shall be free from cracks and seams, and shall be straight and have square sections, suitable for rolling into wire rods. The billets shall be cut into uniform lengths, to weigh not less than 350 pounds each, and surface defects shall be cut out.

222. *Physical requirements.*—The wire for cables, hand ropes and suspenders shall have an ultimate strength of not less than 215,000 pounds per square inch before galvanizing, and an elongation of not less than 2 per cent in 12 inches of observed length, the stretch to be measured while the specimen is in the testing machine. The bright wire shall be capable of coiling cold around a rod of 1½ times its own diameter without sign of fracture. The cable wire before galvanizing shall not vary in gauge more than 3-1000 of an inch. It shall be drawn on large size blocks, and finished in single lengths of not less than 3,000 feet, and shall be drawn as straight as possible without any kinks or sharp bends. After galvanizing, the steel wire shall have an ultimate strength of not less than 200,000 pounds per square inch of gross section.

223. *Wire straightening.*—No machine straightening of wire shall be allowed. The wire must not from tendency to coil, cause trouble or delay during any of the operations, from the splicing and winding on reels to the completion of stringing into cable strands.

224. *Cable shield.*—While reeling the wires on large reels after galvanizing and splicing, the wire shall be run through a bath of cable shield so that they will be thoroughly coated therewith.

225. *Number of tests of wire.*—Sufficient physical tests on the finished coils of wire shall be made at the mill to satisfy the Engineer that the wire meets the specified requirements; but tests may be taken from both ends of each coil, in order to insure the specified physical requirements. Tests on pieces of wire not less than twelve feet long shall also be made.

226. *Field splices.*—All field splicing of wire shall be done with thread cutting dies of approved pattern and in first-class condition, and shall be done by skilled workmen.

227. *Strength of wire for ropes.*—The wire for the cables, cable serving, hand ropes and suspenders shall be galvanized and inspected as to the following requirements for galvanized wire; when galvanized, it shall gauge not more than 5-1000 of an inch larger than the bright wire. The galvanized wire shall have an elongation of 4 per cent, in twelve inches of length, as observed under tension, and shall bend continuously around a mandrel four (4) times the diameter of the wire without breaking or peeling off any of the zinc coating.

228. *Zinc for galvanizing.*—The galvanizing shall consist of a coat of zinc 99.75 per cent pure, containing not more than .03 of one per cent of iron. It shall be applied in the molten state in an even and uniform manner.

The zinc coating shall be so applied that it will adhere firmly to the surface of the wire and form a continuous coating of uniform thickness.

229. *Test for galvanizing.*—All specimens of galvanized wire shall be capable of withstanding the following test:

The sample shall be immersed in a standard solution of copper sulphate for one minute, immediately thoroughly washed in water and wiped dry. This process shall be repeated. If, after the fourth immersion there should be a copper-coloured deposit on the sample, or the zinc should have been removed, the sample shall be rejected.

230. *Solution for test.*—The standard solution of copper sulphate shall consist of a solution of commercial copper sulphate crystals in water. This solution shall have a specific gravity of 1.185 at seventy (70°) Fahrenreit. While a sample is being tested, the temperature of the standard solution shall at no time be less than sixty (60°) degrees Fahrenheit nor more than 65° Fahrenheit. While galvanizing the cable wire shall be coiled on blocks not less than four (4) feet in diameter.

GENERAL PROVISIONS AS TO STEEL.

231. *Manufacturers of steel.*—All steel for any purpose in this bridge shall be made by manufacturers of established reputation for the kind and character of steel specified.

232. *Size of billets.*—All finished material shall, when practicable, be rolled or forged from billets which are of a size to reduce at least sixteen times in area in forming the finished shapes.

233. *Treatment of furnace charge.*—No lime or other basic material other than iron ore shall be added to the furnace charge of acid open-hearth steel during any stage of the melting or pouring of the steel.

234. *Acceptance not final.*—Acceptance of any material at the mill, foundry or elsewhere, before acceptance of the bridge by the Minister, will not be considered as final.

235. *Identification.*—No steel will be accepted unless made especially for this work; and when so made, it shall be subject to a system of identification approved by the Engineer, and, furthermore, such especially made steel shall be handled by itself or isolated in any manner required by the Engineer, to prevent the possibility of its becoming mixed with other kinds of steel.

236. *Presence of inspector.*—No steel shall be made or cast, nor shall any material be rolled unless the Engineer or inspector has been notified in time to be present.

237. *Orders to manufacturers direct.*—All orders for steel shall be placed by the Contractor directly with the manufacturer, and all such orders shall have embodied in them the full specified requirements for the same, and as many carbon or hektograph copies of all orders for steel shall be furnished to the Engineer, at the time of placing such orders with the manufacturer, as he may require.

INSPECTION AND TESTING.

238. *Representative of the Chief Engineer.*—The Chief Engineer, at the expense of the Minister, may appoint a representative whose duty it will be to see that the inspection is satisfactorily performed.

239. *Chemist.*—The Chief Engineer, at the expense of the Minister, may appoint a chemist who will check tests made by the Contractor, said chemist to be provided by the Contractor with an office and all apparatus and chemicals necessary to perform said tests.

240. *Weekly reports.*—Weekly reports in full detail, including reports of chemical analyses shall be sent to the Chief Engineer, not later than the end of the week succeeding the week in which such tests were made.

241. *Results of tests.*—The results of physical tests must be given in pounds per square inch.

242. *Inspection.*—All stock and materials used in the manufacture of the steel and all operations at the furnaces, rolls and elsewhere about the establishments where the steel is made or manufactured, shall be subject to the examination, approval and acceptance of the inspector, who shall have free access to all records appertaining to the manufacture of the steel, from the beginning until its final acceptance. Ingots, &c., shall be so marked that the steel and heats can be identified at any time during the process of manufacture. The marks must be stamped on the hot material.

243. *Chemical analysis, how made.*—Chemical determinations of the percentages of carbon, phosphorus, sulphur and manganese (and nickel in the case of nickel steel) shall be made by the manufacturer, from one or more test ingots taken during the casting of each melt of steel, said test or tests to be fairly representative of each melt of steel. Two correct copies on such analyses shall be furnished to the inspector. Check analysis shall be made of the finished product on drillings from the tensile or bending test pieces of the rolled or forged material, and taken as directed by the Chief Engineer or chemist appointed by him.

244. *Test pieces, plates, shapes and bars.*—Specimens for determining the tensile strength, elastic limit, per cent of elongation and per cent of reduction, of plates, shapes, and bars, shall be taken from the rolled material, without annealing, unless the material itself is annealed, and specimens for bending shall be taken in the same way.

245. *Copies of records.*—The Contractor shall furnish to the inspector copies of all records and furnish all facilities necessary to enable him to readily keep track of the steel and identify any heat at any stage during the process of manufacture. Two copies of all mill orders shall be furnished to the inspector besides the copy sent to the Engineer.

246. *Ultimate strength required.*—There shall be at least three tensile tests and two bending tests from each melt of steel.

In case the ultimate strength falls outside of the specified limits by less than one thousand (1,000) pounds, all other requirements being filled, or in case the elastic limit falls below the specified minimum by less than 1,000 lbs. all other requirements being filled, then two more tests may be taken from material of same thickness for each test thus failing, and if both such re-tests fill the requirements, the material will be accepted.

247. *Number of tests.*—If the material rolled from a melt varies in thickness by $\frac{3}{8}$ inch or more for plates and shapes, or by $\frac{1}{2}$ inch or more for bars, a test shall be made from the thickest, and also from the thinnest material rolled from the melt.

Separate test shall be made for (1st) plates, (2nd) shapes, and (3rd) bars.

248. *Check of analysis.*—Check analyses of the finished steel or wire billets may be made at any time when required by the Engineer. These check analyses shall not

show a variation of more than 25 per cent above the ladle analysis for phosphorus or more than 50 per cent above the ladle analysis for sulphur. These check analyses are to be

249. *Additional tests.*—Additional tests shall be made if the melt is rolled at different places.

250. *Number of tests from steel castings.*—The number of coupons required on steel castings will depend upon the size and importance of the castings. They must be of such number as will insure uniformity as well as quality of the castings, and their number and location shall be determined by the inspector. Coupons must not be detached from castings until after they are annealed.

251. *Forms of test pieces.*—Test pieces will generally be of the form recommended by the American Society for Testing Materials.

252. *Contractor to furnish test pieces.*—The Contractor shall at his own expense furnish all test pieces of such shape and perform such tests thereon under the supervision of the inspector as required by the Engineer.

253. *Rivet rods.*—Specimens of rivet rods shall be cut from the finished rods without further preparation.

254. *Pins.*—Test specimens shall be cut at a depth from the cylindrical surface equal to one-half the radius of the pin. All forged pins shall be annealed. Pins shall be tested individually (tensile test), but may be forged or rolled, as the case may be, in multiples, in which case two tensile tests shall be taken, one from each end of the bar. Each pin shall be so marked as to be easily identified. Tensile tests may be the usual 8-inch specimens, or may be 2 inches (2″) between measuring points and $\frac{1}{2}$ inch diameter, in which case the minimum elongation in 2 inches shall be

$$\frac{1{,}800{,}000}{\text{ultimate strength.}}$$

255. *Office room for inspectors.*—The Contractor shall furnish for the use of the inspectors a suitably equipped office at the mills and at the shops.

256. *Facilities for inspectors.*—The inspector shall be on hand to make all examinations and tests promptly. All facilities necessary must be furnished by the Contractor to the inspector to make these examinations and tests thorough and conclusive.

No material shall be inspected on the hot beds or at night, or outside in bad weather, or in dark places and the Contractor shall furnish all men and appliances necessary to handle and turn over all materials, to allow of a thorough inspection being made.

257. *Rejection.*—Any piece of material which, through oversight or otherwise has passed the inspector, may be rejected at any stage of the work, if found defective or contrary to these specifications.

258. *Stamping melt number.*—Every plate or shape shall be distinctly stamped near the middle with the melt number, which shall be surrounded with a heavy circle of white paint. Pin steel shall be stamped on ends. Rivet steel may be shipped wired in bundles with the melt number attached.

FULL SIZE TESTS.

259. *Tests required.*—The manufacturer shall at his own expense furnish, build and test the following number of samples of wire suspenders and full size eyebars:

260. *Wire suspenders.*—Two suspenders shall be tested similar in every respect to the suspenders used, except that they shall be made of the maximum length that the longest existing testing machine will admit.

Their stretch shall be measured under increments of load of 10,000 lbs. until destruction.

The strands, as well as the shoes, shall stand without breaking, a load of 150,000 lbs. per square inch of wire in the strands.

These tests shall be made before the suspenders used in the bridge are manufactured; and if the final strength of 150,000 lbs. per square inch is not obtained in the shoes or strands, the manufacturer shall, at his own expense, furnish, build and test other samples until two consecutive tests show the required strength.

261. *Eyebars.*—Tests of full size eyebars shall be made as follows: From every lot of forty (40) eyebars, not rejected for surface defects, one bar shall be selected by the inspector. All bars of each lot must have had as far as possible the same treatment and have been finished at about the same time.

Each lot must be kept separate and distinct until the full size tests representing them have been made and the bars accepted.

The bars will be required to meet the specifications and to break in the body. In the event of failure to do so, two additional bars shall be selected by the Engineer and tested. If either one of these bars break at the head and fails to develop 5 per cent elongation in 18 feet and 48,000 lbs. elastic limit, or breaks in the body and fails to meet the requirements of the specifications, the entire lot of bars or the entire heat shall be rejected.

Full size test of nickel steel eyebars, after annealing, must meet the following requirements:

Yield point (minimum) 47,000 lbs. per sq. in.
Ultimate strength, 80,000 to 100,000 lbs. per sq. in.
Elongation in 18 feet (minimum), 10 per cent.
Reduction of area (minimum), 25 per cent.

Full size tests of carbon steel eyebars, after annealing must meet the following requirements:

Ultimate strength, 56,000 to 70,000 lbs. per sq. in.
Minimum elastic limit, 30,000 lbs. per. sq. in.
Minimum elongation in 18 feet, 12 per cent.

262. *Model tests.*—In order to finally determine the allowable unit stresses on sections and details of truss members, test models of such members, reduced in scale, also splices and other details, shall be tested by the Contractor under the direction of the Board, and in accordance with the drawings to be furnished by the Board, and in such numbers as it may designate.

The test models of truss members shall be of the maximum dimensions which the largest testing machine available will test.

In tension members, one leaf may represent the member.

Tension tests of riveted tension members are expected to meet the following minimum requirements:—

Carbon steel, elastic limit, 30,000 lbs. per sy. in. net section; ultimate strength, 55,000 lbs. per sq. in. net section.

Nickel steel, elastic limit, 45,000 lbs. per sq. in. net section; ultimate strength, 77,000 lbs. per sq. in. net section.

Nickel steel compression tests are expected to develop not less than the following values as determined by the tests made by the Board:

Elastic limit, 41,000 lbs. per sq. in.
Ultimate strength, 52,000 lbs. per sq. in.

Carbon steel compression tests are expected to develop not less than the following values:

Elastic limit, 28,000 lbs. per sq. in.

Ultimate strength, 36,000 lbs. per sq. in.

In case the tests are unsatisfactory, the Board may require either changes in the design and further tests or an increase in section or both.

The Contractor will be paid the actual cost of all test pieces under this paragraph, together with the cost of testing same. The test pieces shall become the property of the Minister, but if required to do so, the Contractor shall dispose of the scrap, deducting a fair value therefor from the cost of such tests.

263. *Use of testing machines.*—The Contractor shall furnish free of charge to the Minister, the use of testing machines for all specimen tests and eyebars. Eyebars and built members shall be tested in the strongest machine available.

PAINTING.

264. *Paint.*—The paint shall be made of pigment, thoroughly mixed in boiled linseed oil, without spirits of turpentine.

265. *Dryer.*—Dryer shall be made of linseed oil, boiled with lead or manganese, dissolved in spirits of turpentine.

266. *Use of dryer.*—No dryer will be added to the paint unless authorized by the Engineer, and the quantity of dryer to be added in every particular case shall be given by the Engineer in writing, but shall in no case be more than three per cent (3%), with the exception of the paint used on materials before riveting, where the Engineer may allow a larger percentage to be used.

The permission to use dryer must be obtained from the Engineer three or four days in advance in order to allow him to have the necessary tests made to determine the time required for drying; one without dryer, one with 1½ per cent, and one with 3 per cent dryer added.

267. *Oil.*—The oil shall be pure and clear linseed oil, boiled with lead or manganese to a minimum specific gravity of 0·0939.

The boiled linseed oil must be absolutely pure, containing no material volatile at 212 degrees Fahrenheit in a current of hydrogen; shall not contain any resin or manganese or rosinate of manganese, and shall be perfectly clear on receipt and no deposit should form on standing, provided the oil is kept at a temperature above 45 degrees Fahrenheit. The film left after flowing the oil over glass and allowing it to drain in a vertical position must dry to the touch after 24 hours.

268. *Delivery of oil.*—The linseed oil shall be delivered in strong, tight, well made white oak casks, hooped with iron, each having a capacity not exceeding 50 gallons.

269. *Pigment.*—The pigment shall be pure red lead with addition of lamp black not to exceed four (4) ounces of lamp black to thirty (30) pounds of red lead for the shop paint.

Peroxide of iron shall be used for the paint before riveting. The pigment and colour to be used after erection shall be determined later by the Minister.

270. *Red lead.*—The red lead must be strictly pure, and shall contain at least 90 per cent of true red lead (of the composition Pb. 3. O4) the total amount of lead present shall not be less than 89 per cent, of which not more than 1-10 of one per cent shall be present as metallic lead. The colour shall be a clean and pure tint. The red lead shall be of the fineness that when washed with water through No. 19 silk bolting cloth not more than one per cent shall be left on the screen.

271. *Delivery of red lead.*—The red lead shall be delivered in suitable 100-pound packages.

272. *Paint to be kept in original packages.*—All paint material to be delivered, inspected and sampled in the original packages.

273. *Inspection.*—Before acceptance the above specified materials shall be inspected; samples of each lot delivered will be taken at random, the samples well mixed together in a clean vessel, and the samples for test taken from this mixture. If it is found that this sample does not conform to the requirements of the specifications, the whole delivery it represents will be rejected, and shall be removed by the Contractor at his own expense.

274. *Chemist.*—Check tests of all paint materials shall be made by a chemist appointed by the Chief Engineer and paid by the Minister. The chemist shall be provided by the Contractor with an office, and all apparatus and chemicals necessary to perform said tests.

275. *Storage of paints and oils.*—The oils, paints, pigment, &c., used in connection with this contract must be kept at the shops in a storage room separate from that in which any other paints are kept.

276. *Material not to be exposed to weather.*—All rolled metal work shall be kept under cover as far as practicable from the time it is rolled until it is painted, and no material which has been punched or planed shall thereafter be exposed to the weather until it has been painted.

All material arriving from the mills shall be unloaded without delay, and protected from rust by being stored under cover or by the application of a coat of pure boiled linseed oil.

277. *Cleaning.*—Before painting at the shop, all material shall be thoroughly cleaned of scale, rust, grease, dirt, chips and borings with steel scrapers and brushes or by other efficient method. Benzine shall also be used wherever required by the inspector for this purpose.

278. *Painting.*—The paint shall contain as much pigment as possible, be kept well mixed before and during painting and applied with brushes, and be well worked into all joints and surfaces. Wherever the paint runs or streaks a fresh coat shall be applied.

279. *Number of coats.*—In riveted work, the surfaces coming in contact shall each be painted before being bolted together, and the paint must be dry before assembling.

After the pieces are finished in the shop, they shall be given one good coat of paint.

Pieces and parts which are not accessible for painting after erection, including tops of stringers, eyebar heads, ends of posts and chords, &c., shall be given two coats of paint before leaving the shop and one extra coat before being erected in place.

The cable shield shall be thoroughly removed from the surface of the wire suspenders, which shall then be given two coats of red lead.

Machine finished surfaces, except faced ends of members, which shall be painted, shall be coated with white lead and tallow before leaving the shops.

All the painting before shipment specified above shall be done under cover and with metal dry and free from frost. The pieces must remain under cover until the paint is perfectly dry.

The heads of all field rivets shall be given a coat of red lead within three days after they are driven.

After the steel is erected it shall be thoroughly cleaned and any parts where the paint has beeen scratched off or removed, shall be painted with red lead. The whole work shall then be given two addditional coats as determined later by the Minister.

Painting shall be done only in dry weather and applied only on surfaces dry and free from frost.

Revised March 13, 1911.

LIST OF DRAWINGS ATTACHED.

Plan No. 1.—General elevation of bridge.
" 2.—Stress sheet of anchor arm.
" 3.—Stress sheet of cantilever arm.
" 4.—Stress sheet of suspended span.

Name.	Address.	When Received.	Design No.	No. of lbs.	Price per lb.	Remarks.
(A) Maschinenfabrick, Augsburg-Nurnburg, A.G.	Gustavsburg, Bei Marig.	3.30 p.m. Sept. 30, '10.	Board's design No. 1.....	145,404,000	9·36	Accepted cheque for $500,000 on the Canadian Bank of Commerce, payable to Minister of Railways and Canals, and signed by C. Cambie, Asst. Mgr.
			Flooring item 4...		$75,000 00	
			" No. 2	135,824,000	9·36	
			Lump sum.....		$560,000 00	
			Flooring item 3...		$75,000 00	
			" No. 4.....	141,576,000	9·43	
			Flooring item 4...		$75,000 00	
			" No. 5.....	132,307,000	9·43	
			Lump sum, item 3.		$560,000 00	
			Flooring item 4...		$75,000 00	
			M. A. N.'s design.....	131,750,000	9·27	
			Flooring item 4...		$75,000 00	
(B) Pennsylvania Steel Co.....	Philadelphia, U.S.....	5.30 p.m. Sept. 30.	Based on Board's design No. 1; based on modification.	.... Lump sum, item 4.	$0·081 $100,000 00	Accepted cheque for $500,000 on Bank of Montreal, payable to Minister of Railways and Canals, and signed by Pennsylvania Steel Co., per Edward N. Smith.
			Based on modification of Board's design 2, scheme B.	.. .. Lump sum, item 4.	$0·083 $100,000 00	
			Based on modification of Board's design 2, scheme A.	..... Lump sum, item 4.	$0·0849 $100,000 00	
			Based on modification of Board's design 3, scheme B.	.... Lump sum, item 4.	$0·0825 $100,000 00	
			Based on modification of design, scheme A 3.	.... Lump sum, item 4.	$0·0844 $100,000 00	
			Based on modification of Board's design 4.	.... Lump sum, item 4.	$0·0814 $100,000 00	
			Board's design, scheme A 5.	..... Lump sum, item 4.	$0·0859 $100,000 00	
			Board's design, scheme B 5.	.... Lump sum, item 4.	$0·084 $100,000 00	
			Board's specification; scheme A 6.	.... Lump sum, item 4.	$0·0854 $100,000 00	
			Scheme B 6.....	.... Lump sum, item 4.	$0 0835 $100,000 00	
			Contractor's plan..	145,385,000 Lump sum, item 4.	$0·0941 $100,000 00	
(C) The British Empire Bridge Co., Ltd.	Can. Express building, Montreal.	11.06 p.m. Sept. 30, '10.	Board's plan, scheme 1. ..	143,924,000	7·62	Accepted cheque for $500,000 on the Bank of Montreal, payable to Minister of Railways and Canals, and signed Manager and Accountant.
				Lump sum, item 4.	$105,000 00	
			" " 2....	134,341,000	7·62	
				Lump sum, item 3.	$595,000 00	
				" 4.	$105,000 00	
			Scheme 2, alternative plan.	134,344,000	7·62	

				Lump sum, item 3.	$150,000 00	
				" 4.	$105,000 00	
			Scheme 4	138,866,000	7·62	
				Lump sum, item 4.	$105,000 00	
			" 5	129,597,000	7·62	
				Lump sum, item 3.	$595,000 00	
				" 4.	$105,000 00	
			" 5	129,597,000	7·62	
				Lump sum, item 3.	$300,000 00	
				" 4.	$105,000 00	
(D) St. Lawrence Bridge Co., Ltd.	Room 2, Windsor Hotel, Montreal.	11.30 a.m. Oct. 1, '10.	Board's plan, design 1	.....	10·90	No. 1. One accepted cheque for $250,000 on the Bank of Montreal, payable to the order of the St. Lawrence Bridge Co., Ltd., and signed Dominion Bridge Co., Ltd.
				Lump sum, item 4.	$75,000 00	
			Design 2	134,244,000	10·97	
				Lump sum, item 4.	$75,000 00	
			" 3	136,778,000	10·91	
				Lump sum, item 4.	$75,000 00	
			" 4	138,866,000	10·95	
				Lump sum, item 4.	$75,000 00	No. 2. One accepted cheque for $250,000 on the Canadian Bank of Commerce, payable to St. Lawrence Bridge Co., Ltd., and signed by B. L. Colburn, Treas. of the Can. Bridge Co., Ltd.
			" 5	129,597,000	11·00	
				Lump sum, item 4.	$75,000 00	
			" 6	131,969,000	10·97	
				Lump sum, item 4.	$75,000 00	
			Contractor's plan, design A.	130,600,000	9·20	
			Contractor's plan, design B.	136,000,000	8·65	
			Contractor's plan, design C.	125,500,000	9·58	
			Contractor's plan, design M.	114,000,000	10·10	
			Contractor's plan, design N.	115,000,000	9·94	
			Design X, railway service only.	98,600,000	9·22	
			Design Y, railway service only.	92,000,000	9·98	

(E) Letter from Mr. George Goodwin, not a tender.

Prepaid in the presence of the Minister of Railways and Canals.

(Sd.) L. K. JONES.
C. W. ROSS.

OTTAWA, Oct. 5th, 1910.

DEPARTMENT OF RAILWAYS AND CANALS, CANADA.

QUEBEC BRIDGE.—TENDERS FOR SUPERSTRUCTURE.

Notice to bridge builders.

Contractors for bridge superstructure are invited to visit the office of the Board of Engineers in the Canadian Express Building, Montreal, Canada, after January 3, 1910, where information may be had to enable them to prepare bids for the superstructure of a 1,758 feet span bridge 88 feet in width.

Bids will be received on the specification and for the design shown on the plans as prepared by the Board.

The Contractor is invited to submit alternative designs which must conform to the conditions laid down in the general specification.

By order,

L. K. JONES,

Secretary.

Department of Railways and Canals,
Ottawa, November 24, 1909.

DEPARTMENT OF RAILWAYS AND CANALS.

QUEBEC BRIDGE.—TENDERS FOR SUPERSTRUCTURE. NOTICE TO CONTRACTORS.

Sealed tenders addressed to the undersigned and endorsed 'Tenders for Quebec Bridge Superstructure,' will be received at this office until 12 o'clock noon, not later than September 1, 1910, for the superstructure of a bridge across the St. Lawrence River near the City of Quebec.

Plans and specifications may be seen and forms of tenders obtained on and after July 1, 1910, at the office of the Quebec Bridge Board of Engineers, Canadian Express Building, Montreal, and at the Department of Railways and Canals, Ottawa.

Parties tendering will be required to accept the fair wages schedule prepared or to be prepared by the Department of Labour, which schedule will form part of the contract.

Contractors are requested to bear in mind that tenders will not be considered, unless made strictly in accordance with the printed forms, and in the case of firms, unless there are attached the actual signature, the nature of the occupation, and place of residence of each member of the firm.

An accepted bank cheque for the sum of $500,000 made payable to the order of the Minister of Railways and Canals if Canada must accompany each tender, which sum will be forfeited if the party tendering declines entering into contract for the work at the rates stated in the offer submitted and in accordance with the terms stated in the form of contract accompanying the specifications.

Cheques thus sent in will be returned to the respective contractors whose tenders are not accepted.

The lowest or any tender not necessarily accepted.

L. K. JONES,

Secretary.

Department of Railways and Canals.
Ottawa, 17th June, 1910.

(Newspapers inserting this advertisement without authority from the Department will not be paid for it.)

SESSIONAL PAPER No. 104

DEPARTMENT OF RAILWAYS AND CANALS.

QUEBEC BRIDGE.—TENDERS FOR SUPERSTRUCTURE. NOTICE TO CONTRACTORS.

Extension of Time for Receiving Tenders.

The time for receiving tenders for the superstructure for the Quebec bridge advertised to be received up to the 1st of September, 1910, is hereby extended for one month, viz.: up to October 1, 1910.

By order,

L. K. JONES,

Secretary.

DEPARTMENT OF RAILWAYS AND CANALS,
Ottawa, 9th August, 1910.

(Newspapers inserting this advertisement without authority from the Department will not be paid for it.)

Enclose plans and specifications, also tenders, draft form of contract, in duplicate attached.

March 28, 1911.

The undersigned has the honour to submit to Your Excellency in Council the following statement with regard to the steps taken for the re-construction of the collapsed Quebec bridge over the river St. Lawrence, together with a recommendation for the letting of the contract for the superstructure.

It has been thought well, in view of the importance of the subject, and the difficulties that have arisen in dealing with it, that this statement should be a fairly comprehensive one.

The collapse of the bridge occurred on August 29, 1907, while under construction by the Quebec Bridge and Railway Company. In pursuance of the Act of 1908, Chap. 59, and an Order in Council dated August 17, 1908, the whole undertaking, assets, property and franchises of the Quebec Bridge and Railway Company were assumed by the Crown on December 1, 1908, the deed of transfer being dated October 18, 1909.

By an Order in Council of August 17, 1908, a special board of engineers was constituted for the purpose of reconstruction of the bridge. The members of the Board were Mr. H. E. Vautelet, C.E., M.C.S.C.E., chairman and chief engineer; Mr. Ralph Modjeski, M.I.C.E., M.A.S.C.E., of Chicago, Ill., U.S.A., and Mr. Maurice Fitzmaurice, C.M.G., M.I.C.E., chief engineer of the London county council, England.

The Board, so constituted, were to make a full examination and prepare a scheme for reconstruction, with a design and specifications, submitting the same to the department for its action thereon. The Board were empowered, in the event of difference of opinion arising, to call in not more than two engineers to advise as to points of difference arising. The entire responsibility for the design and for the work of reconstruction was to rest with the Board.

Suitable offices were obtained and a staff of men, selected by the Board, was, from time to time, appointed; their salaries being approved by Orders in Council.

Under date of January 10, 1910, a contract was made with Messrs. M. P. and J. T. Davis for the piers and abutments of the superstructure. On April 9, 1910, a contract was entered into with Messrs. C. Koenig & Company for the removal of the debris of the old bridge, and on May 11, 1910, a contract was made with the Phœnix Bridge Company for the removal of the approach spans.

Towards the close of the year 1909, the Board had made such progress that on November 24 of that year the department was in a position to invite, by newspaper advertisement, intending bidders, as a preliminary step, to visit the offices of the Board of Engineers in Montreal, where information might be had to enable them to prepare tenders. This advertisement, while stating that tenders would be received for a structure on the specifications and according to the design shown on the plans as prepared by the Board, added an invitation to tenderers to submit alternative designs, conforming, however, to the condition laid down in the Board's specifications.

This admission of alternative designs was the result of a difference of opinion amongst the members of the Board as to the design prepared, and on account of the desire to secure the best possible design; the Board, therefore, considered it advisable that tenders should be called for on the official plan, prepared by their chairman and Chief Engineer, with the understanding that tenderers should be allowed to present any other design they chose, and that these alternative designs would be fully considered. The Board unanimously adopted a resolution on May 2, 1910, as follows:—

> 'It is resolved that the plans and specifications for a cantilever design now completed be approved and submitted to the Minister for tenders and that in the event of a better plan being submitted by any of the bidders same shall be adopted.'

Tenders were formerly called for by the department by newspaper advertisement, dated June 17, 1910. The tenders were to be received up to September 1, 1910, a date which was subsequently extended, by newspaper advertisement, up to October 1, 1910.

In response, tenders were received from the following parties:—

The Pennsylvania Steel Company, Philadelphia, U.S.A.

Maschinenfabrik Augsburg-Nurnburg, A. G. Gustavsburg, Germany.

The British Empire Bridge Company, Limited, Montreal and The St. Lawrence Bridge Company, Limited, Montreal.

These tenders were submitted to the Board, the personnel of which had been changed by the retirement of Mr. Fitzmaurice, and the appointment in his stead, by Order in Council of October 5, 1910, of Mr. Charles Macdonald, M.A.S.C.E., M.I.C.E., the resignation and the appointment to date from September 28, 1910.

Under date the 26th of October, 1910, the Board sent in a report on the tenders received, stating that 35 different propositions had been submitted, of which the Board had eliminated, as not acceptable, all but the following:—

1. Design No. V of the Board, with short shore arms and floating erection of the suspended span on high staging, tenders on which were submitted by all four firms.

2. Design 'A' of the St. Lawrence Bridge Company, being different in outline from the Board's design and having the top chords built of nickel steel plates throughout.

3. Design 'B' of the St. Lawrence Bridge Company, similar in all respects to design 'A', except that the top chords of the anchor arms are built of carbon steel.

4. Design 'C' of the St. Lawrence Bridge Company, similar in all respects to 'B', with the exception of the top chords, which are designed with eyebars, instead of plates.

They go on to observe that, classified for cost, those are as follows:—

1.	British Empire Bridge Co., Board's design V.	$11,025,566
2.	Pennsylvania Steel Co., Board's design V.	11,686,751
3.	St. Lawrence Bridge Co., design 'B'.	11,957,500
4.	" " " 'A'.	12,153,500
5.	" " " 'C'.	12,216,400
6.	Maschinenfabrik Augs-Nurn, Board's design V. . .	13,230,050
7.	St. Lawrence Bridge Co., Board's design V.	14,867,170

They add that the cost, as per specifications, may be increased by 2% and includes an amount of $118,500 to be paid for increased quantities of masonry in the anchor and short piers. They express the opinion that it is possible to construct a bridge in accordance with either of the tenders received upon the Board's design No. V which would make a satisfactory structure; also, that it is possible to construct a bridge in accordance with the designs 'A', 'B' and 'C' submitted by the St. Lawrence Bridge Company, which would make a satisfactory structure, providing that plans, details and material were made in accordance with the specifications of the Board, including modifications allowed to other bidders.

This report was signed by all three members of the Board.

In view of the fact that no definite recommendation was made in this report as to the acceptance of any individual tender, the undersigned wrote the Board on the 1st of November, 1910, and asked that they make a recommendation as to what tender, under all the circumstances, should be accepted.

To this a reply was received from two members of the Board, Messrs. Macdonald and Modjeski, under date November 3. They state that on close investigation of the alternative designs it was found that one, presented by the St. Lawrence Bridge Company, while designed on the single intersection principle, in a very practical way met all the demands that a portion of the Board had in their minds when they favoured the double intersection principle. They observe further that a bridge could undoubtedly be constructed on the official design, and once erected would be a substantial structure; but that they are of the opinion that design 'B' of the St. Lawrence Bridge Company, in addition to providing for a satisfactory bridge offers features which simplify the erection and minimize the risk to both life and property entailed in a work of such magnitude, which they consider of paramount importance. For this, and other reasons, they recommend the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B'.

This report not having been signed by Mr. Vautelet, on communication with him, he wrote the undersigned, on December 10, 1910, dealing with the several grounds taken by his colleagues in recommending the acceptance of design 'B' of the St. Lawrence Bridge Company, stating that neither it, nor the other designs by the Company, comply with the requirements that the Board have expressed in the specifications, and should not, therefore, be considered. He adds that the Board's design complies with all the requirements, both of the Board and of the Department, and that he knows no technical reason why either of the four tenders on this design should not be accepted. He states that he could not join in the recommendation of his colleagues for the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B'.

Under these circumstances, it being clear that a serious difference had arisen, Messrs. M. J. Butler, C.M.G., M.C.S.C.E., and Henry W. Hodge, M.A.S.C.E., M.I.C.E., were called in to advise the Board in the matter, and under date of February 8, 1911, a report was sent in by the Board, signed by Mr. Macdonald, Chairman, *Pro. tem.*, in the absence of Mr. Vautelet, who was absent through illness, Mr. Modjeski, Mr. Hodge, and Mr. Butler. This report is as follows:—

BOARD OF ENGINEERS, QUEBEC BRIDGE,

MONTREAL, February 8, 1911.

SIR,—In accordance with your letter of January 30, appointing Messrs. M. J. Butler and Henry W. Hodge to advise with the Board of Engineers, Quebec Bridge, on the points of difference that have arisen in that Board, we have the honour to report as follows:

The Board, with the exception of Mr. Vautelet, who is detained in his home by illness, met with the advisory engineers on February 6, and have been in session for the past three days, Mr. Macdonald acting as temporary chairman.

We have examined the various tenders and general designs and the advisory engineers have read the written opinions of the members of the Board, and in addition thereto, the opinion of Mr. Vautelet, as expressed in his letter to them dated February 2. They have also considered the verbal arguments of each member of the Board, adjourning to Mr. Vautelet's residence for the purpose of conferring with him.

The only point of difference in the Board is as to which specific design and tender should be recommended for acceptance; the Board being divided between the official design and the design of the St. Lawrence Bridge Company.

None of the tenders on either of these two designs were made without requiring modifications of the specifications, so that such alterations must be considered if any of these tenders are to be accepted.

The advisory engineers have not considered it within the province of their appointment to examine closely into the details of the two above mentioned designs, and all of us are of the opinion that consideration of details is a matter that must be carefully studied and worked out in the light of further tests yet to be made by the Board of Engineers.

From our examination of the two above mentioned general designs, we, the undersigned, agree that the design of the St. Lawrence Bridge Company is preferable for the following reasons:

(*a*) The type of design offers greater safety to life and property during erection, as well as economy and rapidity in construction.

(*b*) The design contains the minimum number of secondary members, and requires few, if any, temporary members during erection.

(*c*) The system of triangulation by dividing the web stresses reduces the members to more practical sections and simplifies the details of connections.

(*d*) The design economizes material as shown by the calculated weights of the two designs.

(*e*) The general appearance of the structure is, in our opinion, improved.

We feel that in a work of such magnitude the question of design is of the first importance and for the reasons given above we recommend the acceptance of design 'B' of the St. Lawrence Bridge Company, subject to certain modifications in general outline and detail, which we deem advisable and which will result in economy, and further improvement in appearance. The modifications of their design we have in mind will reduce the cost of the work by, at least, four dollars per ton, and we recommend the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B' at a price not exceeding 8·45 cents per pound (amounting in the calculated weight to $11,246,100) and at a corresponding reduction on their other pound prices, if the Board should decide to accept any features of their alternative tenders.

The lowest tender of the British Empire Bridge Company, when the additional price they give for complying with the splices required by the official design is added, amounts to $11,320,720.

While not called for by the advertisement, the St. Lawrence Bridge Company submitted, among their tenders, one omitting the roadways, which at the reduction in their round price above mentioned, shows a cost of $8,650,000 on the figured weight, and we think this should be called to your attention, as the highways can

now be omitted without changing our above recommendation or delaying the progress of this work.

We have the honour to be, sir,
Your obedient servants,

M. J. BUTLER,
HENRY W. HODGE,
RALPH MODJESKI,
CHARLES MACDONALD,
Chairman, pro. tem.

Hon. GEO. P. GRAHAM, L.L.D., P.C.,
Minister of Railways and Canals,
Ottawa, Ont.

A copy of this report was forwarded to the St. Lawrence Bridge Company, accompanied by a letter from the undersigned, as follows:—

OFFICE OF THE MINISTER OF RAILWAYS AND CANALS,
OTTAWA, February 22, 1911.

The St. Lawrence Bridge Company,
Montreal, Que.

GENTLEMEN,—Hereto annexed you will find a copy of the last report of the Board of Engineers of the Quebec Bridge, signed by Messrs. M. J. Butler, H. W. Hodge, Ralph Modjeski and Charles Macdonald, the two former having been named under the Order in Council to settle differences that had arisen between members of the Board.

Are you prepared to enter into a contract with the government to carry out this undertaking according to this recommendation of the Board? Kindly make it clear that if the government and the Board decide to eliminate the roadways from the bridge, that you are prepared to accept the contract for the construction of the bridge with that modification, under the conditions and at the per pound price named in his report.

As it is part of the conditions that each of the two parent companies holding the stock of the subsidiary company should become parties to the contract, it would be well if these joined in the reply to this communication.

Yours truly,
GEORGE P. GRAHAM.

In reply, the St. Lawrence Bridge Company addressed the following letter to the undersigned:—

ST. LAWRENCE BRIDGE COMPANY, LIMITED,
MONTREAL, QUE., February 23, 1911.

SIR,—We beg to acknowledge receipt of your favour of the 22nd instant, enclosing copy of the last report of the Board of Engineers of the Quebec bridge, dated February 8, 1911, and asking if we are prepared to enter into a contract with the government to carry out this undertaking, according to this recommendation of the Board.

In reply, we beg to say that we are prepared to enter into a contract with the government to carry out this undertaking, according to this recommendation of the Board, and further, should the Government and the Board decide to eliminate the roadways from the bridge, that we are prepared to accept the contract for the construction of the bridge with that modification under the conditions of the

report, and at the per pound price named in our tender for the bridge without roadways reduced four dollars ($4) per ton.

The Dominion Bridge Company, Limited, of Montreal, and the Canadian Bridge Company, Limited, of Walkerville, Ont., the parent companies holding the stock of the St. Lawrence Bridge Company, Limited, are willing to become parties to the contract, and join in signing this letter.

Yours very truly,

ST. LAWRENCE BRIDGE COMPANY, LIMITED,

BY PHELPS JOHNSTON,
President.

We, the undersigned, are prepared to join with the St. Lawrence Bridge Company in the above undertaking.

DOMINION BRIDGE COMPANY, LIMITED,

BY PHELPS JOHNSON,
Vice President.

THE CANADIAN BRIDGE COMPANY, LIMITED,

BY FRANCIS C. MCMATH,
President.

To the Hon. GEORGE P. GRAHAM, LL.D., P.C.,
Minister of Railways and Canals,
Ottawa.

Under date March 14, instant, the Board wrote as follows:—

March 14, 1911.

SIR,—Under date of February 8, your enlarged Board of Engineers recommended the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B' subject to modifications which would, in their opinion, improve the structure and reduce the cost.

In this same report we called your attention to a design of the St. Lawrence Bridge Company omitting the highways, by the adoption of which about $2,600,000 could be saved. This design is marked 'X' and is in every way similar to design 'B' except that it omits the highways but retains two four-foot sidewalks.

We have now been informed by you that the St. Lawrence Bridge Company agree, in view of the modifications mentioned above, to reduce their price on either design by $4 per ton.

We are also informed by you that the Government has decided to omit the highways.

We hand you herewith a diagram (marked Drawing No. 1) showing the design as modified, and we also hand you a memorandum explaining the omissions and revisions required in the specifications, together with a copy of the original printed form with the necessary erasures and additions.

We recommend the signing of a contract for the superstructure of the Quebec Bridge with the St. Lawrence Bridge Company on their design 'X' as modified by attached sketch and under the revised specifications herewith submitted

at a price of (9·02) nine and two-one-hundredths cents per pound, which as given in our report of February 8, will approximately amount to $8,650,000.

We have the honour to be, Sir,
Your obedient servants,
CHARLES MACDONALD,
RALPH MODJESKI,
HENRY W. HODGE.

Hon. George P. Graham,
Minister of Railways and Canals,
Ottawa.

The undersigned, submits the several tenders, and recommends that the design for the superstructure of the railway bridge with two four foot sidewalks as outlined in the report of the Board, dated of March 14, instant, be adopted, and that the tender of the St. Lawrence Bridge Company, Limited, of Montreal, as recommended in this report, at (9·02c.) nine and two-one-hundredths cents per pound, aggregating approximately, $8,650,000, be accepted.

He, further, recommends that the Dominion Bridge Company, Limited, of Montreal, and the Canadian Bridge Company, Limited, of Walkerville, Ont., be made parties to the contract, in such manner as may be deemed advisable by the Department of Justice.

Respectfully submitted,
GEO. P. GRAHAM,
Minister of Railways and Canals.

April 4, 1911.

The undersigned has the honour to recommend that the Order in Council of the 31st of March, ultimo, authorizing entry into contract with the St. Lawrence Bridge Company, Limited, for the superstructure of the Quebec Bridge at the price of 9·02 cents per pound, be supplemented by an authorization for the insertion in the proposed contract of a provision to the effect that, inasmuch as all custom duties upon imported materials are to be paid by the contractors and the contract price of 9·02 cents per pound is based on the tariff of duties at present existing, it is agreed that in case the present tariff be hereafter increased or reduced, the amount of custom duties which, by reason of such increase or reduction, the contractors may pay upon materials imported and entering into the construction of the works over and above or less than the amounts the Contractors would have paid according to the existing rates of duties shall be paid and made good by His Majesty to the Contractors, or by the Contractors to His Majesty, as the case may be.

Respectfully submitted,
(Sgd.) GEO. P. GRAHAM,
Minister of Railways and Canals.

(P.C. 639.)

Certified *copy of a report of the Committee of the Privy Council, approved by His Excellency the Governor General on the 31st of March, 1911.*

On a memorandum dated 28th of March, 1911, from the Minister of Railways and Canals, submitting the following statement with regard to the steps taken for

the reconstruction of the collapsed Quebec Bridge over the River St. Lawrence, together with a recommendation for the letting of the contract for the superstructure.

It has been thought well, in view of the importance of the subject, and the difficulties that have arisen in dealing with it, that this statement should be a fairly comprehensive one.

The collapse of the bridge occurred on the 29th of August, 1907, while under construction by the Quebec Bridge and Railway Company. In pursuance of the Act of 1908, chapter 59, and an Order in Council, dated the 17th of August, 1908, the whole undertaking, assets, property and franchises of the Quebec Bridge and Railway Company were assumed by the Crown on the 1st of December, 1908, the deed of transfer being dated the 18th of October, 1909.

By an Order in Council of the 17th of August, 1908, a special Board of Engineers was constituted for the purpose of re-construction of the bridge. The members of the Board were:—Mr. H. E. Vautelet, C.E., M.C.S.C.E., Chairman and Chief Engineer; Mr. Ralph Modjeski, M.I.C.E., M.A.S.C.E., of Chicago, Ill., U.S.A., and Mr. Maurice Fitzmaurice, C.M.G., M.I.C.E., Chief Engineer, of the London County Council, England.

The Board, so constituted, were to make a full examination and prepare a scheme for reconstruction, with a design and specifications, submitting the same to the Department of Railways and Canals for its action thereon. The Board were empowered, in the event of difference of opinion arising, to call in not more than two engineers to advise as to points of difference arising. The entire responsibility for the design and for the work of reconstruction was to rest with the Board.

Suitable offices were obtained and a staff of men, selected by the Board, was, from time to time, appointed, their salaries being approved by Orders in Council.

Under date January 10, 1910, a contract was made with Messrs. M. P. and J. T. Davis, for the piers and abutments of the superstructure. On April 9, 1910, a contract was entered into with Messrs. C. Koenig & Company for the removal of the debris of the old bridge, and on May 11, 1910, a contract was made with the Phœnix Bridge Company for the removal of the approach spans.

Towards the close of the year 1909, the Board had made such progress that on November 24 of that year the Department of Railways and Canals was in a position to invite, by newspaper advertisement, intending bidders, as a preliminary step, to visit the offices of the Board of Engineers in Montreal, where information might be had to enable to prepare tenders. This advertisement, while stating that tenders would be received for a structure on the specifications and according to the design shown on the plans as prepared by the Board, added an invitation to tenderers to submit alternative designs, conforming, however, to the conditions laid down in the Board's specifications.

This admission of alternative designs was the result of a difference of opinion amongst the members of the Board as to the design prepared, and on account of the desire to secure the best possible design; the Board, therefore, considered it advisable that tenders should be called for on the official plan, prepared by their Chairman and Chief Engineer, with the understanding that tenderers should be allowed to present any other design they chose, and that these alternative designs would be fully considered. The Board unanimously adopted a resolution on May 2, 1910, as follows:—

> 'It is resolved that the plans and specifications for a cantilever design now completed be approved and submitted to the Minister for tenders and that in the event of a better plan being submitted by any of the bidders same shall be adopted.'

Tenders were formally called for by the Department of Railways and Canals by newspaper advertisement, dated June 17, 1910. The tenders were to be received up to

September 1, 1910, a date which was subsequently extended, by newspaper advertisement, up to October 1, 1910.

In response, tenders were received from the following parties:—

The Pennsylvania Steel Company, Philadelphia, U.S.A.
Maschinenfabrik Augsburg-Nurnburg, A.G., Gustavsburg, Germany.
The British Empire Bridge Company, Limited, Montreal, and
The St. Lawrence Bridge Company Limited, Montreal.

These tenders were submitted to the Board, the personnel of which had been changed by the retirement of Mr. Fitzmaurice, and the appointment in his stead, by an Order in Council of October 5, 1910, of Mr. Charles Macdonald, M.A.S.C.E., M.I.C.E., the resignation and the appointment to date from September 28, 1910.

Under date October 26, 1910, the Board sent in a report on the tenders received, stating that thirty-five different propositions had been submitted, of which the Board had eliminated, as not acceptable, all but the following:—

1st. Design No. 'V' of the Board, with short shore arms and floating erection of the suspended span on high staging, tenders on which were submitted by all four firms.

2nd. Design 'A' of the St. Lawrence Bridge Company, being different in outline from the Board design and having the top chords built of nickel steel plates throughout.

3rd. Design 'B' of the St. Lawrence Bridge Company, similar in all respects to design 'A,' except that the top chords of the anchor arms are built of carbon steel.

4th. Design 'C' of the St. Lawrence Bridge Company, similar in all respects to 'B,' with the exception of the top chords, which are designed with eyebars, instead of plates.

The Board observe that, classified for cost, these are as follows:—

1.	British Empire Bridge Co., Board's design V.	$11,025,566
2.	Pennsylvania Steel Co., Board's design V.	11,686,751
3.	St. Lawrence Bridge Co., design 'B'.	11,957,500
4.	" " " 'A'.	12,153,500
5.	" " " 'C'.	12,216,400
6.	Maschinenfabrik Augsburg, Board's design V. . .	13,230,050
7.	St. Lawrence Bridge Co., Board's design V.	14,867,170

They add that the cost, as per specifications, may be increased by 2 per cent, and includes an amount of $118,500 to be paid for increased quantities of masonry in the anchor and short piers. They express the opinion that it is possible to construct a bridge in accordance with either of the tenders received upon the Board's design No. V, which would make a satisfactory structure; also, that it is possible to construct a bridge in accordance with the designs 'A,' 'B' and 'C' submitted by the St. Lawrence Bridge Company, which would make a satisfactory structure, providing that plans, details and material were made in accordance with the specifications of the Board, including modifications allowed to other bidders.

This report was signed by all three members of the Board.

In view of the fact that no definite recommendation was made in this report as to the acceptance of any individual tender, the Minister wrote the Board on November 1, 1910, and asked that they make a recommendation as to what tender, under all the circumstances, should be accepted.

To this a reply was received from two members of the Board, Messrs. Macdonald and Modjeski, under date of November 3. They state that on close investigation of the alternative designs it was found that one, presented by the St. Lawrence Bridge Company, while designed on the single intersection principle, in a very practical way met all the demands that a portion of the Board had in their minds when

they favoured the double intersection principle. They observe further that a bridge could undoubtedly be constructed on the official design, and once erected would be a substantial structure; but that they are of the opinion that design 'B' of the St. Lawrence Bridge Company, in addition to providing for a satisfactory bridge offers features which simplify the erection and minimize the risk to both life and property entailed in a work of such magnitude, which they consider of paramount importance. For this, and other reasons, they recommend the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B'.

This report not having been signed by Mr. Vautelet, on communication with him, he wrote the Minister, on December 10, 1910, dealing with the several grounds taken by his colleagues in recommending the acceptance of design 'B' of the St. Lawrence Bridge Company, stating that neither it, nor the other designs by the Company, comply with the requirements that the Board have expressed in the specifications, and should not, therefore, be considered. He adds that the Board's design complies with all the requirements, both of the Board and of the Department, and that he knows no technical reason why either of the four tenders on this design should not be accepted. He states that he could not join in the recommendation of his colleagues for the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B'.

Under these circumstances, it being clear that a serious difference had arisen, Messrs. M. J. Butler, C.M.G., M.C.S.C.E., and Henry W. Hodge, M.A.S.C.E., M.I.C.E., were called in to advise the Board in the matter, and under date the 8th of February, 1911, a report was sent in by the Board, signed by Mr. Macdonald, Chairman *pro tem.*, in the absence of Mr. Vautelet, who was absent through illness, Mr. Modjeski, Mr. Hodge, and Mr. Butler. This report is as follows:—

BOARD OF ENGINEERS, QUEBEC BRIDGE,
MONTREAL, February 8, 1911.

HON. GEO. P. GRAHAM, LL.D., P.C.,
Minister of Railways and Canals,
Ottawa, Ont.

SIR,—In accordance with your letter of January 30, appointing Messrs. M. J. Butler and Henry W. Hodge to advise with the Board of Engineers, Quebec Bridge, on the points of difference that have arisen in that Board, we have the honour to report as follows:—

The Board, with the exception of Mr. Vautelet, who is detained in his home by illness, met with the advisory engineers on February 6, and have been in session for the past three days, Mr. Macdonald acting as temporary Chairman.

We have examined the various tenders and general designs and the advisory engineers have read the written opinions of the members of the Board, and in addition thereto, the opinion of Mr. Vautelet, as expressed in his letter to them dated February 2. They have also considered the verbal arguments of each member of the Board, adjourning to Mr. Vautelet's residence for the purpose of conferring with him.

The only point of difference in the Board is as to which specific design and tender should be recommended for acceptance; the Board being divided between the official design and the design of the St. Lawrence Bridge Company.

None of the tenders on either of these two designs were made without requiring modifications of the specifications, so that such alterations must be considered if any of these tenders are to be accepted.

The advisory engineers have not considered it within the province of their appointment to examine closely into the details of the two above mentioned

designs, and all of us are of the opinion that consideration of details is a matter that must be carefully studied and worked out in the light of further tests yet to be made by the Board of Engineers.

From our examination of the two above mentioned general designs, we, the undersigned, agree that the design of the St. Lawrence Bridge Company is preferable for the following reasons:

(*a*) The type of design offers greater safety to life and property during erection, as well as economy and rapidity in construction.

(*b*) The design contains the minimum number of secondary members and requires few, if any, temporary members during erection.

(*c*) The system of triangulation by dividing the web stresses reduces the members to more practical sections and simplifies the details of connections.

(*d*) The design economizes material as shown by the calculated weights of the two designs.

(*e*) The general appearance of the structure is, in our opinion, improved.

We feel that in a work of such magnitude the question of design is of the first importance, and for the reasons given above we recommend the acceptance of design 'B' of the St. Lawrence Bridge Company, subject to certain modifications in general outline and detail, which we deem advisable and which will result in economy, and further improvement in appearance. The modifications of their design we have in mind will reduce the cost of the work by, at least, four dollars per ton and we recommend the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B' at a price not exceeding 8·45 cents per pound (amounting in the calculated weight to $11,246,100) and at a corresponding reduction on their other pound prices, if the Board should decide to accept any features of their alternative tenders.

The lowest tender of the British Empire Bridge Company, when the additional price they give for complying with the splices required by the official design is added, amounts to $11,320,720.

While not called for by the advertisement, the St. Lawrence Bridge Company submitted, among their tenders one omitting the roadways, which at the reduction in their pound price above mentioned, shows a cost of $8,650,000 on the figured weight and we think this should be called to your attention, as the highway can now be omitted without changing our above recommendation or delaying the progress of this work.

We have the honour to be, sir,

Your obedient servants,

M. J. BUTLER,

HENRY HODGE,

RALPH MODJESKI,

CHARLES MACDONALD,

Chairman, pro. tem.

A copy of this report was forwarded to the St. Lawrence Bridge Company, accompanied by a letter from the Minister of Railways and Canals, as follows:—

OFFICE OF THE MINISTER OF RAILWAYS AND CANALS,
OTTAWA, February 22, 1911.

The St. Lawrence Bridge Company,
Montreal, Que.

GENTLEMEN,—Hereto annexed you will find a copy of the last report of the Board of Engineers of the Quebec Bridge, signed by Messrs. M. J. Butler, H. W. Hodge, Ralph Modjeski and Charles Macdonald, the two former having been named under the Order in Council to settle differences that had arisen between members of the Board.

Are you prepared to enter into a contract with the Government to carry out this undertaking according to this recommendation of the Board? Kindly make it clear that if the Government and the Board decide to eliminate the roadways from the bridge, that you are prepared to accept the contract for the construction of the bridge with that modification, under the conditions and at the per pound price named in this report.

As it is part of the condition that each of the two parent companies holding the stock of the subsidiary company should become parties to the contract, it would be well if these joined in the reply to this communication.

Yours truly,

GEO. P. GRAHAM.

In reply the St. Lawrence Bridge Company addressed the following letter to the Minister of Railways and Canals,—

ST. LAWRENCE BRIDGE COMPANY, LIMITED,
MONTREAL, QUE., February 23, 1911.

To the Honourable
GEORGE P. GRAHAM, LL.D., P.C.,
Minister of Railways and Canals,
Ottawa.

SIR,—We beg to acknowledge receipt of your favour of the 22nd instant, enclosing copy of the last report of the Board of Engineers of the Quebec Bridge, dated February 8, 1911, and asking if we are prepared to enter into a contract with the Government to carry out this undertaking, according to this recommendation of the Board.

In reply, we beg to say that we are prepared to enter into a contract with the Government to carry out this undertaking, according to this recommendation of the Board and further, should the Government and the Board decide to eliminate the roadways from the bridge, that we are prepared to accept the contract for the construction of the bridge with that modification under the conditions of the report, and at the per pound price named in our tender for the bridge without roadways reduced four dollars ($4) per ton.

The Dominion Bridge Company, Limited, of Montreal, and the Canadian Bridge Company, Limited, of Walkerville, Ont., the parent companies holding the

stock of the St. Lawrence Bridge Company, Limited, are willing to become parties to the contract, and join in signing this letter.

Yours very truly,

ST. LAWRENCE BRIDGE COMPANY, LIMITED,
BY PHELPS JOHNSON,
President.

We, the undersigned, are prepared to join with the St. Lawrence Bridge Company in the above undertaking.

DOMINION BRIDGE COMPANY LIMITED,
BY PHELPS JOHNSON,
Vice-President.

THE CANADIAN BRIDGE COMPANY, LIMITED,
BY FRANCIS C. MCMATH,
President.

Under date March 14, 1911, the Board wrote as follows:—

March 14, 1911.

HON. GEORGE P. GRAHAM,
Minister of Railways and Canals,
Ottawa.

SIR,—Under date of February 8, your enlarged Board of Engineers recommended the acceptance of the tender of the St. Lawrence Bridge Company on their design 'B' subject to modifications which would, in their opinion, improve the structure and reduce the cost.

In this same report we called your attention to a design of the St. Lawrence Bridge Company omitting the highways, by the adoption of which about $2,600,000 could be saved. This design is marked 'x' and is in every way similar to design 'B' except that it omits the highways but retains two four-foot sidewalks.

We have now been informed by you that the St. Lawrence Bridge Company agree, in view of the modifications mentioned above, to reduce their price on either design by $4 per ton.

We are also informed by you that the Government has decided to omit the highways.

We hand you herewith a diagram (marked Drawing No. 1) showing the design as modified, and we also hand you a memorandum explaining the omissions and revisions required in the specifications, together with a copy of the original printed form with the necessary erasures and additions.

We recommend the signing of a contract for the superstructure of the Quebec Bridge with the St. Lawrence Bridge Company on their design 'X' as modified by attached sketch and under the revised specifications herewith submitted at price of (9·02) nine and two-one-hundreths cents per pound, which as given in our report of February 8, will approximately amount to $8,650,000.

We have the honour to be, Sir,

Your obedient servants,

CHARLES MACDONALD,
RALPH MODJESKI,
HENRY W. HODGE.

The Minister submits the several tenders and recommends that the design for the superstructure of the railway bridge, with two four-foot sidewalks, as outlined in the report of the Board, dated the 14th of March, 1911, be adopted, and that the tender of the St. Lawrence Bridge Company, Limited, of Montreal, as recommended in this report, at (9·02c.) nine and two-one-hundredths cents per pounds, aggregating, approximately, $8,650,000 be accepted.

The Minister further recommends that the Dominion Bridge Company, Limited, of Montreal, and the Canadian Bridge Company, Limited, of Walkerville, Ont., be made parties to the contract, in such manner as may be deemed advisable by the Department of Justice.

The Committee submit the same for approval.

RODOLPHE BOUDREAU,

Clerk of the Privy Council.

The Honourable,

The Minister of Railways and Canals.

(P.C. 715.)

Certified *copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on the 5th April 1911.*

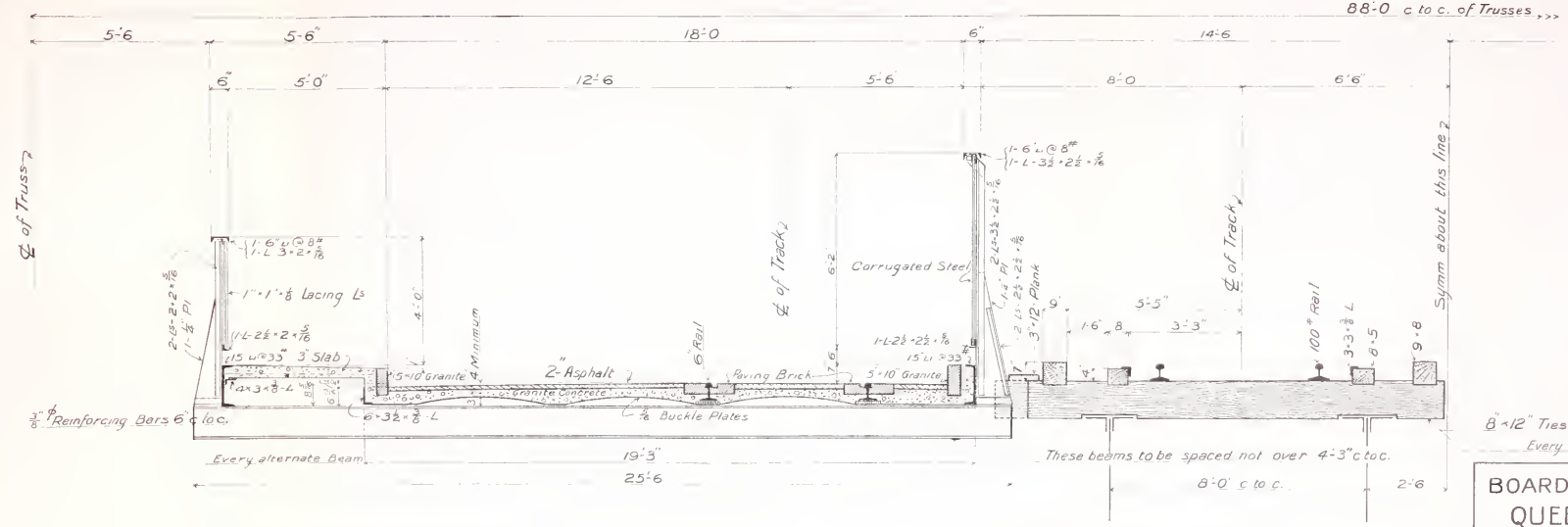
The Committee of the Privy Council, on the recommendation of the Minister of Railways and Canals, advise that the Order in Council of the 31st of March, 1911, authorizing entry into contract with the St. Lawrence Bridge Company, Limited, for the superstructure of the Quebec Bridge at the price of 9·02 cents per pound, be supplemented by an authorization for the insertion in the proposed contract of a provision to the effect that, inasmuch as all custom duties upon imported materials are to be paid by the Contractors and the contract price of 9·02 cents per pound is based on the tariff of duties at present existing, it is agreed that in case the present tariff be hereafter increased or reduced, the amount of custom duties which, by reason of such increase or reduction, the Contractors may pay upon materials imported and entering into the construction of the works over and above or less than the amounts the Contractors would have paid according to the existing rates of duties shall be paid and made good by His Majesty to the Contractors, or by the Contractors to His Majesty, as the case may be.

RODOLPHE BOUDREAU,

Clerk of the Privy Council.

The Honourable,

The Minister of Railways and Canals.



BOARD OF ENGINEERS

QUEBEC BRIDGE

CROSS SECTION OF FLOOR

SCALE - ⅜" = 1'-0"

Made by - L.J.L. - Date - Nov 30-09

Traced by - L.J.L. - Date - Nov 30-09

Checked by G.F.P. Date - Dec 8 09

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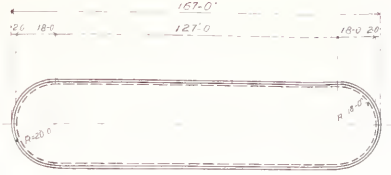
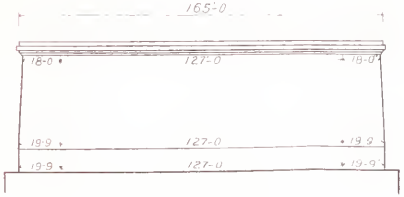
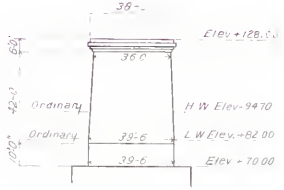


PLAN



SIDE ELEVATION



END ELEVATION

BOARD OF ENGINEERS
QUEBEC BRIDGE

MAIN PIERS
FOR 1758-FOOT SPAN
Scale 1" = 40 Ft.
Made by J.A.B. Nov 30 1914
O.K. G.F.D. Dec 6 '14

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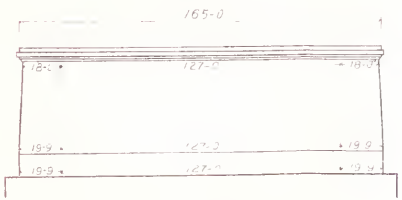
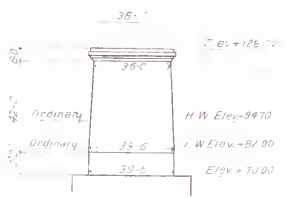
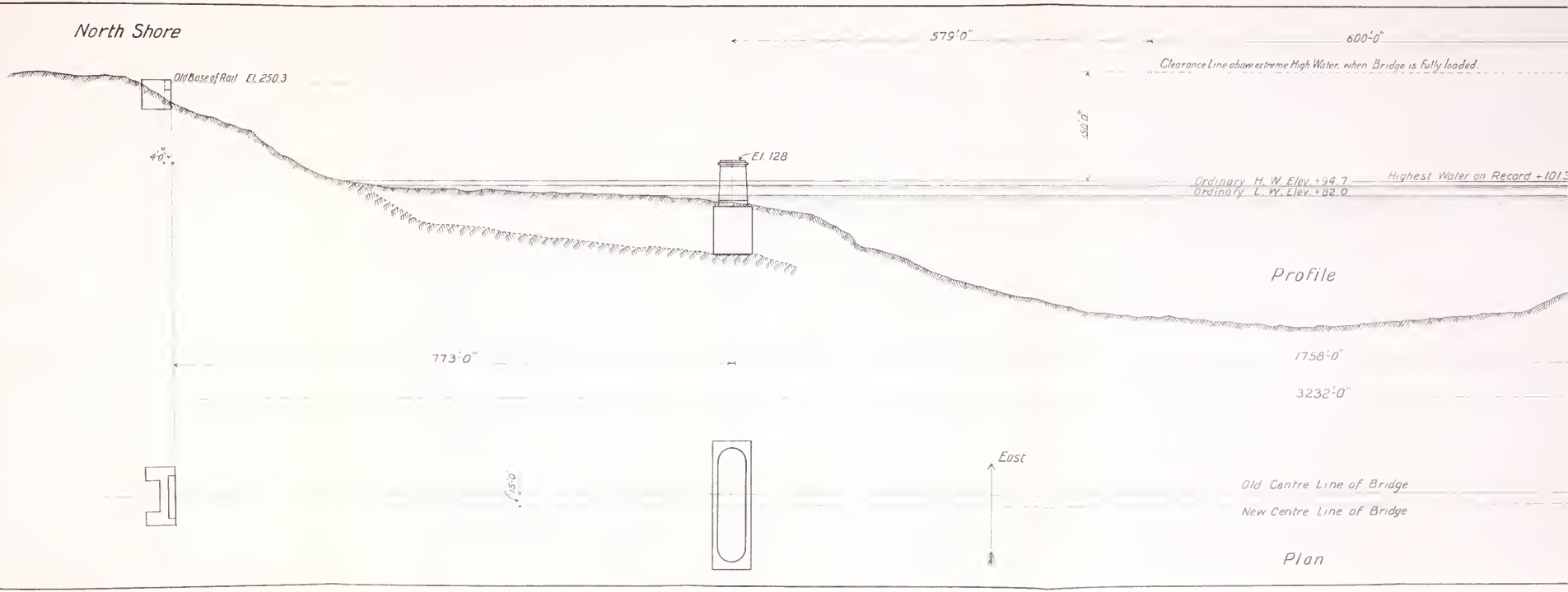


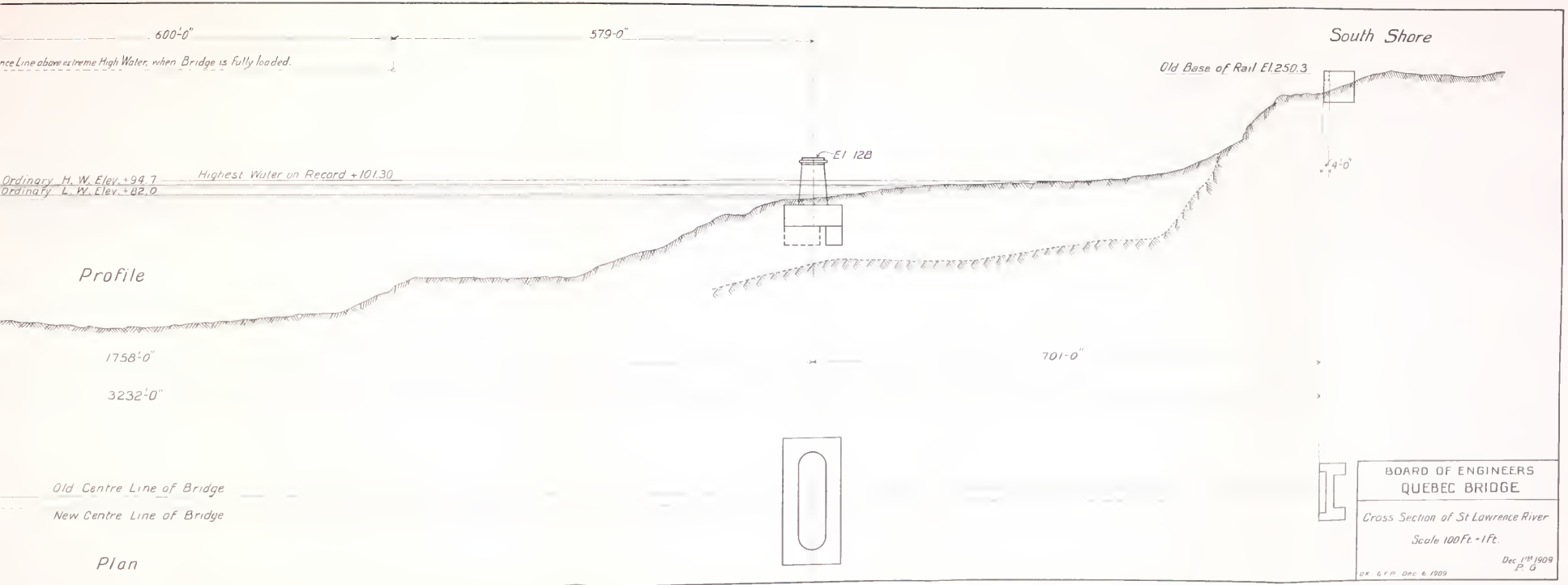


BOARD OF ENGINEERS
QUEBEC BRIDGE

MAIN PIERS
FOR 1758-FOOT SPAN

Scale 1/8" = 40 ft.
Made by J.A.B. 30 Sept 9
Dr. O.F.P. Dec 6 '08


North Shore
579'0"
600'-0"
Clearance Line above extreme High Water, when Bridge is fully loaded.
Old Base of Rail El. 250.3
40'0"
150'0"
El. 128
Ordinary H. W. Elev. +94.7
Ordinary L. W. Elev. +82.0
Highest Water on Record +101.3
Profile
773'-0"
1758'-0"
3232'-0"
150'0"
East
Old Centre Line of Bridge
New Centre Line of Bridge
Plan


600'-0"
579'-0"
South Shore
nce Line above extreme High Water, when Bridge is fully loaded.
Old Base of Rail El.250.3
El 128
4'-0"
Ordinary H. W. Elev. +94.7
Ordinary L. W. Elev. +82.0
Highest Water on Record +101.30
Profile
1758'-0"
3232'-0"
701'-0"
Old Centre Line of Bridge
New Centre Line of Bridge
Plan
BOARD OF ENGINEERS
QUEBEC BRIDGE
Cross Section of St Lawrence River
Scale 100 ft. = 1 ft.
Dec 1st 1909
P. G
OK. G.F.P. Dec 6 1909

RETURN

[108]

CERTIFIED COPY OF A REPORT OF THE COMMITTEE OF THE PRIVY COUNCIL, APPROVED BY HIS ROYAL HIGHNESS THE GOVERNOR GENERAL ON THE TWENTY-SECOND DAY OF FEBRUARY, 1912.

The Committee of the Privy Council, on the recommendation of the Minister of Justice, advise that pursuant to section 60 of the Supreme Court Act, the following questions be referred to the Supreme Court of Canada for hearing and consideration, namely:—

1. (*a*) Has the Parliament of Canada authority to enact in whole or in part, Bill No. 3 of the first session of the Twelfth Parliament of Canada, intituled: 'An Act to amend the Marriage Act'?

The Bill provides as follows:—

1. The Marriage Act, Chapter 105 of the Revised Statutes, 1906, is amended by adding thereto the following section:—

'3. Every ceremony or form of marriage heretofore or hereafter performed by any person authorized to perform any ceremony of marriage by the laws of the place where it is performed, and duly performed according to such laws, shall everywhere within Canada be deemed to be a valid marriage, notwithstanding any differences in the religious faith of the persons so married and without regard to the religion of the person performing the ceremony.

'(2) The rights and duties, as married people of the respective persons married as aforesaid, and of the children of such marriage, shall be absolute and complete, and no law or canonical decree or custom of or in any province of Canada shall have any force or effect to invalidate or qualify any such marriage or any of the rights of the said persons or their children in any manner whatsoever.'

(*b*) If the provisions of the said Bill are not all within the authority of the Parliament of Canada to enact, which, if any, of the provisions are within such authority?

2. Does the law of the Province of Quebec render null and void unless contracted before a Roman Catholic Priest, a marriage that would otherwise be legally binding, which takes place in such province.

(*a*) Between persons who are both Roman Catholics, or

(*b*) Between persons one of whom, only, is a Roman Catholic.

3. If either (*a*) or (*b*) of the last preceding question is answered in the affirmative, or if both of them are answered in the affirmative, has the Parliament of Canada authority to enact that all such marriages whether,

(*a*) Heretofore solemnized, or

(*b*) Hereafter to be solemnized, shall be legal and binding.

RODOLPHE BOUDREAU,

Clerk of the Privy Council.

RETURN

(108*a*)

To an Order of the House of Commons, dated the 19th February, 1912, for a copy of all letters, petitions, memorials or other documents received by the Prime Minister or any other member of the Government relating to the passage of a federal marriage law or legislation in regard to the so called effect of the *Ne Temere* decree.

W. J. ROCHE,
Secretary of State.

Ottawa, 22nd March, 1912.

P.C. 1114.

Ulverton, Que., May, 8, 1911.

To the Secretary of State,
Ottawa.

Dear Sir,—The enclosed is a resolution of the Ministerial Association of Richmond County, Quebec, passed at their regular meeting, May 8, at Danville, Que., which I have been instructed to send to you and through you to the Government of Canada.

Respectfully,

R. C. McCONNELL,
Secretary.

Inasmuch as the Province of Quebec is a part of the British Empire and under British law, and inasmuch as British law provides that the Bishop of Rome has no jurisdiction in the said empire, and

Whereas a recent judgment in the courts of Quebec lends legal sanction to the position of the Roman Catholic Church enumerated in the *Ne Temere* decree of Pius X declaring that no marriage ceremony performed by a Protestant Minister between parties either of whom is or ever has been a member of the Roman Communion is a legal warrant of marriage.

Be it resolved that this association do most solemnly and indignantly protest against the above mentioned judgment as an infringement of British liberties, an insult to the Protestant citizens of His Majesty's realm and a serious menace to the moral health of the community.

Further, that inasmuch as article 127 of the Civil Code of the province of Quebec may by a certain interpretation be used to support such a judgment as the above, they as British subjects demand the immediate repeal of an article which by its breadth of expression lends any kind of sanction to so dangerous a position.

Further, they would also demand that the whole subject of marriage, its conditions and restrictions, be a matter dealt with by federal and not provincial legislation, as already pledged by the British North America Act of 1867.

P.C. 1645.

THE DIOCESE OF SASKATCHEWAN,

SYNOD OFFICE,
PRINCE ALBERT, SASK., July 13, 1911.

SIR,—I have the honour by direction of the Synod of the Church of England in the Diocese of Saskatchewan to transmit the enclosed resolution passed by the said Synod, and to ask you to be good enough to lay the same before His Excellency the Governor General in Council.

I have the honour to be, Sir,
Your obedient servant,

JAMES TAYLOR.

The Hon. the Secretary of State for Canada,
Ottawa.

P.C. 14.

THE DIOCESE OF SASKATCHEWAN,

SYNOD OFFICE,
PRINCE ALBERT, SASK.

'That this Synod protests against any assumption by the Church of Rome of the right to set aside the legality of marriages performed by clergy under sanction of the civil law.

'That we demand protection from the Senate for those so married. That we learn on good authority ecclesiastics have cast doubt on the legality of the marriage of persons, one of whom is a Roman Catholic, and the marriage service was not performed by a Roman Catholic priest, steps be taken to secure the co-operation of those interested in this question in order to make provision for legal proceedings against any ecclesiastic, or other, using intimidation or casting such doubt.

'That a copy of this resolution be sent to General Synod, and to the Premiers of the province and Dominion, and leaders of the opposition, and to the Secretary of State of Canada.'

Copy.

17 VICTORIA STREET,
LONDON, S.W., 16 December, 1911.

SIR,—I am directed to transmit, herewith, for such action as may be considered desirable, copy of a letter addressed to Lord Strathcona by the Evangelical Alliance, covering copies of Resolutions adopted at a Public Meeting held in London on the 15th *ultimo,* in reference to the *Ne Temere* decree.

I have the honour to be, Sir,
Your obedient servant,

W. L. GRIFFITH.

The Under Secretary of State,
Ottawa, Canada.

SESSIONAL PAPER No. 108a

EVANGELICAL ALLIANCE,

7 Adam Street, Strand,
London, S.W., November 24, 1911.

The Right Hon. Lord Strathcona, G.C.M.G.,
28 Grosvenor Square, W.

The "Ne Temere" Decree.

My Lord,—I am directed by my council to forward to you, copies of three resolutions, unanimously adopted by the Great Meeting held in the Queen's Hall, Langham Place, W., on

I am, &c.,

(Sd.) H. M. GOOCH.

THE VATICAN AND MIXED MARRIAGES.

The "Ne Temere" Decree.

Resolutions of the Queen's Hall Meeting, November 15, 1911.

RESOLUTION I.

Resolved.—'That this meeting of three thousand citizens representative of our National Christianity, protests against the publication in the British Empire of the Decree of the Council of Trent, known as *Ne Temere*, whereby mixed marriages contracted according to the rites of the Protestant Churches and the law of the State, are declared null and void, and British subjects who have openly and honourably entered into such marriages are held up to public reprobation as living in sin, and their children branded as illegitimate; the meeting also repudiates the pretensions of the Church of Rome to regulate the conditions determining the validity of marriages legally solemnized between British subjects in any part of His Majesty's Dominions.'

RESOLUTION II.

Resolved.—'That His Majesty's Government be requested to take such steps as are necessary to give relief to those suffering from the social consequences that follow the publication in the British Empire of the Decree of the Council of Trent, known as *Ne Temere*, and to protect the civil and religious rights and liberty of all His Majesty's subjects who contract legal marriages; and that copies of this and the foregoing resolutions be forwarded to the Prime Minister, the Secretary of State for the Colonies, the Chief Secretary for Ireland, the High Commissioner for Canada, and the Members of both Houses of His Majesty's Parliament.'

RESOLUTION III.

Resolved.—'That the Prime Minister be asked to receive a deputation on the subject of the operation of the *Ne Temere* decree in the British Empire; and that the thanks of this meeting be tendered to the Chairman and Council of the Evangelical Alliance (British Organization) for their action in convening this meeting, which, on behalf of the Reformed Churches, promises to give all possible assistance to the Alliance in its further efforts to safeguard the religious rights and liberty of His Majesty's subjects; this meeting also further pledges itself to support a larger gathering of protest in the Royal Albert Hall, if such action be found necessary.'

RE PROPOSED AMENDMENT TO MARRIAGE ACT.

The following questions have been submitted to me:—

(1) Has the Parliament of Canada legislative competence to enact Bill No. 3 (being an Act to amend the Marriage Act)?

(2) Has the Parliament of Canada power to validate a marriage which has not been solemnized in accordance with the formalities or before the person prescribed by the law of the Province?

(3) If the law of any province requires that the marriage of two Catholics in order to be valid must be celebrated before the parish priest, or before a Catholic priest, has the Parliament of Canada power to declare that such marriage although solemnized before some other clergyman or officer shall be valid notwithstanding the law of the province?

In my opinion the answer to each of the above named questions should be, 'No.'

The effect of the amendment to the Marriage Act, R.S.C., c. 105, proposed by Bill No. 3, is that a marriage ceremony performed by a person authorized only to perform certain marriage ceremonies is duly performed notwithstanding that the marriage ceremony in question was outside or beyond the limit of authority of the person who performed it and that such marriage is legal and valid. In other words if the province should authorize a person to perform the marriage ceremony only between two Catholics, and such person should perform the marriage ceremony between two Protestants, the Act in question would make such marriage legal. This legislation appears to me to go beyond the powers of the Dominion. It is true that under the British North America Act, sec. 91, Marriage and Divorce belong to the classes of subjects within the exclusive legislative authority of the Parliament of Canada, but it is equally true that under section 92, the solemnization of marriage in the province is within the exclusive jurisdiction of the Provincial Legislature. It is necessary therefore to harmonize, if possible, these two apparently conflicting powers. This may be said to be a canon of construction adopted by the Judicial Committee of the Privy Council when dealing with federal and provincial rights, although it may also be said to be laid down that if there is a real conflict the rights of the Dominion will prevail. In the matter now under consideration, however, the conflict is in my view only apparent.

In the case of The Citizens Insurance Company *vs.* Parsons, 7 A.C. 96, Sir Montague Smith, in delivering the judgment of the board, says at p. 108:—

> "Notwithstanding the endeavour to give pre-eminence to the Dominion Par-
> "liament in cases of a conflict of powers it is obvious that in some cases where
> "this apparent conflict exists the legislature could not have intended that the
> "powers exclusively assigned to the Provincial Legislature should be absorbed in
> "those given to the Dominion Parliament. Take as one instance the subject,
> "marriage and divorce, contained in the enumeration of subjects in section 91.
> "It is evident that solemnization of marriage would come within the general
> "description, yet solemnization of marriage in the province is enumerated among
> "the classes of subjects in section 92, and no one can doubt, notwithstanding the
> "general language of section 91, that this subject is still within the exclusive
> "authority of the legislatures of the provinces."

The distinction between "Marriage and Divorce" and "the solemnization of Marriage in the Province" has been commented on in judicial utterances in our own courts. The remarks of the late Mr. Justice Gwynne in the City of Fredericton *vs.* The Queen, 3 S.C.R., 505, at page 568 *et seq* although obiter are instructive. He there says:

"Solemnization of marriage, that is to say, the power of regulating the cere-
"mony—the mode of its celebration—is a particular subject expressly placed
"under the jurisdiction of the Local Legislatures, as a matter which has always
"been considered to be purely of a local character"

and he points out that all other matters connected with marriage are vested in the Dominion Parliament, e.g.

"the competency of the parties to the contract to enter into it—the effect upon
"the status of the children if presumed to be de facto entered into by persons
"not competent by law to enter into it—its obligatory force when entered into—
"the power of dissolving the tie when entered into—"

and again, the learned judge says:

"Solemnization of marriage is then a matter outside of the term 'marriage and
"divorce' in the 91st section and the result is that the application of the rule (in
"perfect conformity with the theory of the Act as above defined) leaves the power
"of legislation as to the form of the ceremony as a purely local matter, under the
"control of the local legislatures, and places all other matters connected with
"marriage, including divorce, under the control of the Dominion Parliament."

This, also, apparently was the view of the law officers of the Crown in England in the communication from Lord Granville, Secretary of State for the Colonies, in a letter to the Governor General, dated the 15th day of January, 1870, appearing in volume 10, No. 9, Sessional Papers, 1877, pp. 339-340, under the group of papers known as No. 89. In this letter he states that the Law Officers are of opinion that "marriage and divorce" reserved by the 91st section to the Parliament of Canada signify:

"all matters relating to the status of marriage between what persons and under
"what circumstances it was to be created and (if at all) destroyed. There are
"many reasons of convenience and sense why one law as to the status of marriage
"should exist throughout the Dominion, which have no application as regards the
"uniformity of the procedure whereby that status is created or evidenced. Con-
"venience, indeed, and reasons would seem alike in favour of a difference of
"procedure being allowable in provinces differing so widely in external and
"internal circumstances as those of which the Dominion is composed, and of
"permitting the provinces to settle their own procedure for themselves."

While there does not appear to have actually been a concrete case for the determination by a legal tribunal, drawing the line between the powers of the Dominion Parliament and those of the Provincial Legislatures in this respect, the opinions above cited appear to me to be sound and likely to be followed when such a case does arise.

If then the solemnization of marriage in the province is a matter with which the Dominion Parliament cannot interfere, the question arises what is covered by and comprised in the expression' "the solemnization of marriage'? "Solemnization" means with ritual ceremony or according to legal forms. It would therefore be within the purview of the Provincial Legislatures to prescribe such ritual or forms as they might deem advisable and it would not appear to be ultra vires of one Provincial Legislature to declare that all marriage ceremonies should be performed by a Catholic priest according to Catholic ritual; for another to declare that all marriage ceremonies should be performed by a Protestant minister according to the ritual of the Church to which he belonged, or for a third legislature to declare that the ceremony should be performed by a lay registrar or justice of the peace according to a form prescribed, and such legislation could not, I think, be overridden by any Act of the Dominion Parliament.

On the other hand the Dominion Parliament can legislate as to the persons between whom marriage is competent; the degree within which marriage shall be prohibited; the causes which may entitle a married person to a divorce,, and with none of these subjects can the province interfere.

I am not dealing in any way with the question of the rules or regulations of any particular church or sect. None of these in themselves can effect the legal solemnization of marriage nor the status of married people, but it is in my view competent for the Provincial Legislature and for that body alone to prescribe how and in what form and by whom marriages shall be solemnized in the province; nor in this opinion has the question of the existing legislation of the provinces in regard to the solemnization of marriage, or marriage itself been considered. It may be that some of this legislation is ultra vires in that it does more than provide for the solemnization of marriages in the province, but considerations such as these do not touch the abstract question as to the right of the Dominion to invade a field set apart for the province.

It may not be out of place to state that in the cases that have been decided in the Province of Quebec the judges, although differing in opinion, have differed only as to the proper construction to be placed upon the code in the sections that provide for the solemnization of marriage, and that there has been no pronouncement so far as I can find as to whether some of these sections are or are not within the powers of the legislature.

(Sd.) I. F. HELLMUTH.

Toronto, January 16th, 1912.

P.C. 424.

Certified *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 22nd February, 1912.*

The Committee of the Privy Council, on the recommendation of the Minister of Justice, advise that pursuant to section 60 of the Supreme Court Act, the following questions be referred to the Supreme Court of Canada for hearing and consideration, namely,—

1. (*a*) Has the Parliament of Canada authority to enact in whole or in part, Bill No. 3 of the first session of the Twelfth Parliament of Canada, intituled: "An Act to amend the Marriage Act"?

The Bill provides as follows:—

1. The Marriage Act, chapter 105 of the Revised Statutes, 1906, is amended by adding thereto the following section:—

"3. Every ceremony or form of marriage heretofore or hereafter performed by any person authorized to perform any ceremony of marriage by the laws of the place where it is performed, and duly performed according to such laws, shall everywhere within Canada be deemed to be a valid marriage, notwithstanding any differences in the religious faith of the persons so married and without regard to the religion of the person performing the ceremony.

"(2) The rights and duties, as married people of the respective persons married as aforesaid, and of the children of such marriage, shall be absolute and complete, and no law or canonical decree or custom of or in any province in Canada shall have any force or effect to invalidate or qualify any such marriage or any of the rights of the said persons or their children in any manner whatsoever."

(*b*) If the provisions of the said Bill are not all within the authority of the Parliament of Canada to enact, which, if any, of the provisions are within such authority?

2. Does the law of the Province of Quebec render null and void unless contracted before a Roman Catholic Priest, a marriage that would otherwise be legally binding, which takes place in such province,

(*a*) Between persons who are both Roman Catholics, or

(*b*) Between persons one of whom, only, is a Roman Catholic.

3. If either (*a*) or (*b*) of the last preceding question is answered in the affirmative, or if both of them are answered in the affirmative, has the Parliament of Canada authority to enact that all such marriages whether,

(*a*) Heretofore solemnized, or

(*b*) Hereafter to be solemnized, shall be legal and binding.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

METHODIST PARSONAGE,
VERNON RIVER BRIDGE, P.E.I., December 6, 1911.

RT. HON. R. L. BORDEN, M.P., Premier,
Ottawa.

SIR,—*Montreal Daily Witness* of November 16, leader page 4 *re* "Speaker" so incensed me by its manifest partisanship and unfairness that I replied to it, my reply appears in their issue of December 2, page 16 (correspondence).

For your information and in the most earnest hope that your administration, while I am sure it will be most scrupulously fair to all R. C. subjects of the Empire in the Dominion *will labour successfully* to redress the serious grievances handicaps and burdens under which the Protestant population of Canada has suffered so long; as a British subject English born and for all generations back without any other admixture, and resident ¾ths of my life in the Old Land, I feel *humiliated* both there and here in comparison with Germany, &c., and I am inclined to think that neither Salisbury nor Gladstone would for five minutes have tolerated, what their successors complacently endure of R. C. arrogance and aggression. With great respect and all good wishes, Yours for equal rights to all and privilege to none.

(Sd.) GEORGE ORMAN.

BLIND RIVER, ONT., February 19, 1911.

Right Hon. R. L. BORDEN,
Premier of Canada.

HONOURED SIR,—Enclosed find copy of resolution passed unanimously by the East Algoma Orange County Association at Desbarats, February 6, 1912.

Very respectfully yours,

(Sd.) H. P. HUMPHREYS,
County Master.
ALGOMA EAST.

At our annual county meeting, held at Desbarats on February 6, 1912

Re THE NE TEMERE DECREE.

Which has taken up so much valuable time of our Government as promulgated by the Church of Rome is permitted to continue to disturb the Most Sacred Relation of Life, viz: the Marriage Tie, and to assert itself above the civil law.

This was resolved and carried.

That the Dominion Government immediately assert their right to control the laws of this country, without subjecting themselves to the interference of Rome, by the passing of a federal marriage law, making it a criminal offence for any one to interfere in any marriage that has been lawfully contracted

NIAGARA AND HAMILTON ASSOCIATION OF BAPTIST CHURCHES.

QUEENSTON, ONT., January 12, 1912.

Right Hon. R. L. BORDEN, P.C.,
Premier of Canada,
Ottawa.

DEAR SIR,—In accordance with a resolution passed at the last annual meeting of the above Association, held in Dunnville June, 1911, I enclose herewith a copy of the Minutes, containing the following resolution, which you will find on page 10:—

"This association representing the Baptists of the Counties of Welland, Wentworth, Lincoln and part of Haldimand, enters its protest against the proclamation of the Ne Temere decree by the Papacy in the Dominion of Canada, whereby families are being broken up, parents accused of living in immoral relations, and the children of marriages not performed in accordance with the ecclesiastical conditions of this decree are stigmatized as illegitimate, notwithstanding that the civil conditions imposed by the statutes of our several provinces have been complied with.

"We recognize the right of the Roman Catholic Church to formulate any regulation for determining the conduct of its own membership; but earnestly protest against any such regulation determining the legal status of the marriage state, based upon such ecclesiastical requirements, and further

"We would respectfully urge upon the Dominion Government the enactment of a law by which all marriages in which the civil conditions have been complied with shall be held to have been legally performed, and making it a criminal offence, punishable by fine or imprisonment or both, for any individual to make public a statement that those who have been married are not living in legal, and therefore moral relations, ecclesiastical conditions notwithstanding;

"That a copy of this resolution be forwarded to the Premier of the Dominion, the Minister of Justice, and to the parliamentary representatives of the counties embraced in this association."

Copies of the above resolution were sent to the late Government, but with the change brought about last September, I now forward copies to yourself, as Premier of Canada, and to the Minister of Justice.

Yours sincerely,

(Sd.) W. L. PALFRAMAN.

MINUTES OF THE 92ND ANNUAL MEETING OF THE NIAGORA AND HAMILTON ASSOCIATION OF BAPTIST CHURCHES HELD WITH THE REGULAR BAPTIST CHURCH, DUNNVILLE, ONT., TUESDAY, WEDNESDAY AND THURSDAY, JUNE 6TH, 7TH AND 8TH, 1911.

Moderator—S. GILLIES, Esq., Hamilton.

Clerk—Rev. W. L. PALFRAMAN, Queenston.

"NE TEMERE."

The following resolution, moved by Rev. H. McDiarmid,, seconded by Rev. Wm. MacGregor, was carried unanimously:

"This Association, representing the Baptists of the counties of Welland, Wentworth, Lincoln and part of Haldimand, enters its protest against the proclamation of the *Ne Temere* decree by the Papacy in the Dominion of Canada, whereby families are being broken up, parents accused of living in immoral relations, and the children of marriages not performed in accordance with the ecclesiastical conditions of this decree are stigmatized as illegitimate, notwithstanding that the civil conditions imposed by the statutes of our several provinces have been complied with.

"We recognize the right of the Roman Catholic to formulate any regulation for determining the conduct of its own membership; but earnestly protest against any such regulation determining the legal status of the marriage state, based upon such ecclesiastical requirements; and further,

"We would respectfully urge upon the Dominion Government the enactment of a law by which all marriages in which the civil conditions have been complied with shall be held to have been legally performed, and making it a criminal offence, punishable by fine or imprisonment or both, for any individual to make public a statement that those who have thus been married are not living in legal, and therefore moral, relations, ecclesiastical conditions notwithstanding.

"That a copy of this resolution be forwarded to the Premier of the Dominion, the Minister of Justice, and to the parliamentary representatives of the counties embraced in this assoeiation.

RETURN

[110a]

To an Address of the House of Commons, dated December 4, 1911, for a copy of all papers, letters, telegrams, memoranda or correspondence of any kind had between the Dominion Government and the Governments of Manitoba and Saskatchewan, or with the Government of Ontario, as to the settlement of the boundaries of said respective provinces; and also, of any agreement or memo. containing any terms of settlement of the questions relating to the boundaries of said provinces or any part thereof; and also, of any documents, letters or representations made to the Federal Government by any person or persons relative to the said settlement or the questions involved therein.

W. J. ROCHE.
Secretary of State.

Ottawa, January 12, 1912.

P.C. 579.

Certified *copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on March 17, 1911.*

The Committee of the Privy Council have had before them a report, dated March 16, 1911, from a Sub-Committee of Council, consisting of the Right Honourable Sir Wilfrid Laurier and the Ministers of Finance and Interior, representing that they have had under consideration the resolutions of the House of Commons passed on the thirteenth day of July, 1908 (Votes and Proceedings, 1908, pp. 1348-1349), in so far as such resolutions relate to the proposed extension of the boundaries of the Province of Manitoba, and submitting certain recommendations in connection therewith.

The recital and the first two of these resolutions are in the words following:—

'Whereas petitions have been presented to the Government and to this House from the legislative assembly of Manitoba, praying for an extension of the boundaries of the said province northward and eastward, and for an additional subsidy to the said province in lieu of the ownership of public lands in the territory to be so added;

'Be it resolved,—

'That it is expedient that the prayer of the said petition should be acceded to, and that upon such terms and conditions as may be agreed to by the said legislative assembly and by parliament, the boundaries of Manitoba be extended as follows:—

'The northern boundary to be the sixtieth parallel of latitude; the western boundary to be the present eastern boundary line of the province of Saskatchewan to the said sixtieth parallel; the eastern boundary to be the present eastern boundary as far north as the northeast corner of the province; thence on a straight line to the most eastern point of Island lake, and thence on a straight line to the point where the eighty-ninth meridian of west longitude intersects the shore line of Hudson bay.

'And be it further resolved,—

'That whereas notwithstanding the extension of territory above described, the ungranted lands of the Crown in the territory so to be added to the said province will still continue to be administered by the Government of Canada for the purposes of the Dominion; and the said province will not have the public land as a source of revenue.

'It is just and equitable to recognize the increased cost of civil government which such extension of territory will occasion to the province, and in view of the premises, to make the said province an increased allowance by money payment, the amount of which should be the subject of negotiations between the government of Canada and the Government of Manitoba.'

Section 3 of Chapter 27 of the Acts of the Imperial Parliament—'The British North America Act, 1871,' is the statutory basis for these resolutions. Section 3 is as follows:—

'The Parliament of Canada may from time to time, with the consent of the legislature of any province of the Dominion, increase, diminish or otherwise alter the limits of such province, upon such terms and conditions as may be agreed to by said legislature and may, with the like consent, make provisions respecting the effect and operation of any such increase or diminution or alteration of territory in relation to any province affected thereby.'

A conference was held at Ottawa on the 2nd and 3rd days of February, 1911, between representatives of the Government of Canada and of the Government of Manitoba, at which the negotiation contemplated by the resolutions was entered upon but no conclusion was reached, the representatives of the Government of Canada, at the close of the conference, undertaking to communicate at an early date to the representatives of the province what would be, in the opinion of the Government of Canada, just and reasonable terms and conditions in the premises.

The representatives of the province were unwilling to limit the discussion in these negotiations to the matter of increased subsidy due to the proposed increase of territory. They asked, as a necessary part of the negotiation contemplated by the resolutions, for a re-opening of the whole question of the financial relations of the province to the Dominion except upon two matters,—the subsidy payable to the province for the support of its government and legislature, and the 80 cents per head payable in respect of population, under the British North America Act, 1907. The Honourable Mr. Rogers, one of Manitoba's representatives, in support of this proposition said, 'where a province has an increase of territory it brings up a readjustment of the financial conditions.'

The language of section 3 of the British North America Act, 1871, already quoted, does not, it is submitted, warrant the conclusion that a 're-adjustment' of existing financial relations, as now contended for by the representatives of the province, is intended by that section to be made under its provisions. What is intended by the section is that the terms and conditions upon which the province will undertake the burden of the administration and government of, in this case, added territory, shall be a matter for agreement between the province and the Dominion before the territory is added to the province. In other words, the additional expense to which the province will be put in the discharge of the obligations placed upon the province under the constitution by the addition of the new territory, not the terms and conditions under which the province now administers its existing territory, is to be the subject matter of negotiation under the section.

But the contention of the representatives of the province went even further than this, and upon the question being directly asked it was frankly admitted that if there had been no proposed extension of the boundaries of the province at all the province

would now contend for a revision of the terms of its financial relations to the Dominion in respect of, among other, two chief matters, namely,—

(a) what may be conveniently described as allowance in lieu of public debt, and
(b) allowance in lieu of public lands.

In view of the conclusion reached as to the proper scope and application of section 3 of the said Act, it is not deemed necessary to here enter into a full discussion of the financial relations of the Province of Manitoba to the Dominion as to these matters in arriving at the terms and conditions which the Government of Canada is willing to offer in respect of the proposed addition to the territory of the province. This much, however, may be said, after a careful review of the circumstances under which the legislation of 1885 (chapter 50 '*An Act for the final settlement of the claims made by the Province of Manitoba on the Dominion*'), which determined such financial relations, was enacted, and after an inquiry into the operation of that legislation down to the present, so far as the latter of these two chief matters—allowance in lieu of public lands—is concerned, and considering the probable financial result to the province of that legislation in the future, that there is, in the judgment of the subcommittee, if regard be had to the like allowance to the other provinces the public lands of which have been retained by the Dominion, no reasonable ground for complaint on the part of the Government of Manitoba.

So far as the former of these two chief matters—allowance in lieu of public debt—is concerned, attention may here be properly directed, without unduly enlarging the discussion, to the proceedings of the conference between representatives of the Government of Canada and of the several provinces which took place in October, 1906. The invitation of the Prime Minister to the several provincial premiers was 'for a conference with the Dominion Government to discuss the financial subsidies to the provinces.' It is of the highest significance in this connection that at the conference pursuant to this invitation, beyond the claim of British Columbia to special consideration and treatment, not as respecting debt allowance, but generally because of the geographical features and position of the province, no claim was made by the representatives of any of the provinces in regard to capital allowance in lieu of debt.

It is true that in the resolutions adopted by the representatives of the several provinces at the conference there is appended to the first affirmative statement, as part of the resolution, the following general reservation,—' . . . under reserve of the right of any province to submit to such Government, memoranda in writing concerning any claim it may have . . . to additional consideration or recognition.' This language was, it is now asserted by the representatives of Manitoba, added as a 'saving clause' to preserve the rights of Manitoba as respects the claim now under discussion, and other alleged claims of that province to increased payments from the Dominion.

The fact that no claim was made by the representatives of any of the other provinces in regard to capital allowance in lieu of debt clearly indicates that these representatives did not then consider capital allowance in lieu of debt to be an open question; and if not an open question so far as the other provinces were concerned it should be equally a closed question so far as Manitoba is concerned.

The reason for this is obvious.

Capital allowance in lieu of debt has been based, in the case of the original provinces, upon population on entering the union; in the case of British Columbia and Prince Edward Island upon population as ascertained at the first census after entering, and in the case of Alberta and Saskatchewan upon an estimated population, approximately near the actual, on entering the union. Manitoba, it is true, in 1885, by chapter 50 of the Acts of that year already referred to, was given special consideration, and a population was assigned to the province of 125,000 for the purpose of debt allowance calculation, when the census of the following year, 1886, showed the Province of Manitoba to have a population of 108,640.

It would therefore seem highly inexpedient that Manitoba, after having in 1885 (Cap. 50) appealed from the legislative readjustment of 1884 (Cap. 4), which readjustment was intended to place all the provinces then in the confederation on an equitable footing in this behalf—each one in relation to all the others, and having obtained by that appeal a very substantial additional allowance, should after the lapse of more than 25 years be again allowed an appeal therefrom for another increase, without any reference to or consultation with the other provinces which have relatively equal rights and interests. Such a proceeding would, it is submitted, further break down the principle of population at the time of entering the Union which has governed this matter, and would be calculated to provoke hostility and impair the harmony which it is so desirable should exist between the provinces and the federal authority.

Reverting to the main question for consideration, these boundaries, as proposed in the resolutions recited, are acceptable to the Government of the Province, and only the terms and conditions remain for negotiation and adjustment:

The proposed extension of boundaries would add 106,304,000 acres, approximately, to the existing land area of the province, making the total land area of the province approximately 147,152,880 acres. Of the acreage in the added area suitable for agriculture there is no reliable information available, inasmuch as no part of such territory has ever been fully explored and very little exploration work has ever been done in much the larger part of the remainder.

It is known that there is a clay belt in this territory, and that there are, from the reports of such explorations as have been made, some lands suitable for some forms of agriculture. Such land is, however, believed to be for agricultural purposes quite inferior, climatic considerations being taken into account, to the lands now settled in the existing province of Manitoba.

In considering what are fair and reasonable terms and conditions within the meaning of these latter words as used in section 3 of the Imperial Act already quoted, it is proper, it is submitted, that, on the one hand, regard be had, to the extent and character of the territory to be added, to the fact that the ungranted lands of the Crown in the territory so to be added will continue to be administered by the Government of Canada for the purposes of the Dominion and that the province will not have the public lands in such territory as a source of revenue; and on the other hand, that the obligations of the province incidental to administration and government and all other constitutional obligations should be taken into account.

Two general considerations must always be kept in mind in this connection, one, that land can have little value if it is not likely to attract population; the other, that the expense to which the province will be put by the possession of the territory will not be great unless population takes possession. At the present time with a limited population the direct expense to the Dominion, incurred in discharging the obligations which fall to the province should such territory be added, is a negligible amount, not exceeding a few thousand dollars per annum.

It then becomes a pertinent matter of inquiry as to what the prospects are that the land in this territory will be occupied, at least to some extent, within the near future. Within the confines of this territory railway construction has already been carried on. Rails have been laid to the Pas at or near the Saskatchewan River, a distance of 40 miles through the territory. A railway bridge across the Saskatchewan river at this point is now being constructed by the Government of the Dominion; a line of railway therefrom to a port on the shores of Hudson's Bay has been projected, and a portion thereof, one hundred miles and upwards beyond the Pas, has been definitely located. A branch of the Canadian Northern Railway skirts, if it does not actually enter, the territory along its southern confines for a distance of

twenty or more miles. This railway development is the precursor of population, but if the population be scattered as is altogether likely, the expenses of administration and of laying out roads and building bridges in a sparsely settled country, and of assisting in providing such a population with educational facilities, are certain for many years to prove, numbers being considered, comparatively great to the province.

The administration of law over wide unsettled areas, through which prospectors and explorers are likely to pass and repass, is bound, whenever civil rights have to be determined, or crime tracked and punished, to prove costly.

It is difficult to forecast and much more difficult to establish any certain conclusions as to the cost relation between population and expense per head to the province in this territory. Every year with the increase of population the expense per head will decrease. Initial expense per head will prove greatest. The present population of the territory is not known, but there is not, it is believed, a permanent population much in excess of the number as ascertained by the census of 1901, when the total population, chiefly Indian, was found to be 3,731.

In consideration of all these matters, the sub-committee recommend that, as soon as the legislature of the Province of Manitoba shall have consented to the proposed increase of limits of the province, and shall have agreed to the terms and conditions thereof as hereinafter set out, steps be taken to procure legislation by Parliament to increase the limits of the Province of Manitoba so that the boundaries of the province will be as mentioned in the resolutions of the House of Commons hereinbefore recited in so far as the same are therein set out, and that the terms and conditions of such increase of limits be as follows:—

(*a*) That inasmuch as the said province will not have the public land, mines and minerals and royalties incident thereto, in the added territory as a source of revenue, there shall be paid by Canada to the province by half-yearly payments in advance, in addition to any payments or allowances otherwise payable by Canada to the province, an annual sum based upon the population of such added territory as ascertained by any census thereof taken under the provisions of the *Census and Statistics Act*, as follows:—

The sum payable until the population of such added territory reaches one hundred thousand, shall be two hundred thousand dollars;

thereafter until such population reaches one hundred and fifty thousand, the sum payable shall be two hundred and fifty thousand dollars;

and thereafter the sum payable shall be three hundred thousand dollars.

(*b*) That the grants payable under 'The British North America Act, 1907,' consequent upon the increased population of the Province of Manitoba as the result of the proposed territorial addition being made, be argmented in accordance with the provisions of that Act.

The Committee concurring in the foregoing recommendations submit the same for approval.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

P.C. 673.

COPY *of a Resolution passed by the Legislative Assembly of Manitoba, on Thursday, the Twenty-third day of March, A.D., 1911.*

Whereas at the time of the passage of 'The British North America Act' it was clearly the spirit and intention of the framers thereof, that the several provinces coming under its provisions should be fairly and justly dealt with, and on the basis of equality in their respective relations with the Parliament and Government of Canada.

And whereas it is a matter of record that notwithstanding the meaning and intent of the said Act, as aforesaid, the Province of Manitoba has not since its confederation with Canada received that fair treatment at the hands of the federal authorities to which it was and is entitled, and had reason to expect at the time of becoming a portion of the said Union;

And whereas this position has from time to time been so self evident and intensified that intermittent concessions of a financial character and otherwise, to a limited extent, have been made to the province by the federal authorities and that nevertheless the fact is still manifest that the relations of this province with the Dominion of Canada are most unsatisfactory, and that Manitoba occupies a position of gross inequality with the older provinces, either to the east or the Provinces of Saskatchewan and Alberta to the west, creating an anomaly repugnant to British institutions, and opposed to all grounds of natural justice;

And whereas the province has endeavoured, but without satisfactory results, by constitutional means, for over thirty years, to procure substantial relief in the premises, and obtain an increase of its present circumscribed territorial limits, to the end that it might become, as the pioneer province of the west in size and extent worthy of its position as a province of the Dominion;

And whereas it appears by a minute of Council approved of by His Excellency in Council on the seventeenth day of March, 1911, that, after frequent urgings, a proposal is made by the federal authorities that the limits of the province be extended eastwards, and northwards, to the Hudson bay, to comprise an area of 106,304,000 acres, and that there shall be paid to the province annually in lieu of public lands, mines, minerals and royalties in the said territory, the sum of $200,000 until the population thereof reaches 100,000; the sum of $250,000 until the said population reaches 150,000 and thereafter the sum of $300,000;

And whereas it is the opinion of this House, after due and careful deliberation that the said approval does not recognize the principle of equality as aforesaid:

Therefore be it resolved—That this House firmly but most respectfully declines to accept the proposed addition of territory upon the terms offered in the minute of Council of His Excellency in Council as hereinbefore set forth, and reiterates and reaffirms the request of the province as a constituent portion of the confederation of Canada, for equality of treatment with either the Province of Ontario, Quebec, Nova Scotia and New Brunswick, or the Provinces of Saskatchewan and Alberta, that is to say:—

(*a*) The control of all public lands, mines and minerals in the said proposed added territory, or

(*b*) Financial and other considerations of a character similar to those given or to be given the said provinces of Saskatchewan and Alberta.

Either of which propositions this Legislature is willing to favourably consider.

I, Armand Henry Corelli, Clerk of the Legislative Assembly of Manitoba, certify the foregoing to be a true copy of the resolution passed by the Legislative Assembly of Manitoba on Thursday, the twenty-third day of March, A.D. 1911.

Given under my hand and the Seal of the Legislative Assembly of Manitoba, on Monday, the twenty-seventh day of March, A.D.1911.

(Sgd.) A. H. CORELLI,
Clerk of the House.

[Seal.]

(P.C. 738.)

(707) OTTAWA, April 4, 1911.

SIR,—I beg to acknowledge the receipt of your despatch of the 1st instant, transmitting certified copy of Order in Council, No. 16856, and a certified copy of a resolution passed by the Legislative Assembly of Manitoba in regard to the proposed extension of the boundaries of your province.

I have the honour to be, sir,
Your obedient servant,

(Sgd.) THOMAS MULVEY,
Under Secretary of State.

HIS HONOUR,
The Lieutenant-Governor of Manitoba,
Winnipeg, Man.

Approved and ordered, March 29, 1911.

(Signed) D. H. McMILLAN.
Lieutenant-Governor.

GOVERNMENT HOUSE,
WINNIPEG, April 1, 1911.

SIR,—I have the honour to transmit to you herewith, for the information of His Excellency the Governor General of Canada in Council, certified copy of Order in Council No. 16856, and a certified copy of a resolution passed by the Legislative Assembly of Manitoba, relating to the proposed extension of the Boundaries of the Province of Manitoba, and in reply to a report of the Committee of the Privy Council of Canada, bearing date the 17th day of March, 1911.

I have the honour to be, sir,
Your obedient servant,

(Sgd.) D. H. McMILLAN,
Lieutenant-Governor.

THE HONOURABLE,
The Secretary of State,
Ottawa, Ont.

REPORT OF A COMMITTEE OF THE EXECUTIVE COUNCIL ON MATTERS REFERRED TO THEIR CONSIDERATION.

To His Honour
The Honourable Sir DANIEL HUNTER MCMILLAN, K.C.M.G.,
Lieutenant-Governor of the Province of Manitoba.

PRESENT:

The Honourable Mr. ROBLIN (in the chair),
Mr. CAMPBELL,
Mr. ROGERS,
Mr. HOWDEN,
Mr. CALDWELL,
Mr. ARMSTRONG.

ON MATTERS OF STATE.

May it please your Honour:

The Honourable the President of the Council submits to Council a report setting forth:

Whereas the said Minister has had under consideration a report of the Committee of the Privy Council approved by His Excellency the Governor General on the 17th day of March instant, respecting an extension of the boundaries of the province.

On the recommendation of the Honourable the Minister,

Committee advise,

That, as a reply thereto, the resolution unanimously adopted by the Legislature of Manitoba at the recent session as follows—

Whereas at the time of the passage of The British North America Act it was clearly the spirit and intention of the framers thereof, that the several provinces coming under its provisions should be fairly and justly dealt with, and on the basis of equality in their respective relations with the Parliament and Government of Canada;

And whereas it is a matter of record that notwithstanding the meaning and intent of the said Act, as afore-said, the Province of Manitoba has not since its confederation with Canada received that fair treatment at the hands of the federal authorities to which it was and is entitled, and had reason to expect at the time of becoming a portion of the said Union;

And whereas this position has from time to time been so self evident and intensified that intermittent concessions of a financial character and otherwise, to a limited extent, have been made to the province by the federal authorities and that nevertheless the fact is still manifest that the relations of this province with the Dominion of Canada are most unsatisfactory, and that Manitoba occupies a position of gross inequality with the older provinces, either to the east or the provinces of Saskatchewan and Alberta to the west, creating an anomaly repugnant to British institutions, and opposed to all grounds of natural justice;

And whereas the province has endeavoured, but without satisfactory results, by constitutional means, for over thirty years, to procure substantial relief in the premises, and obtain an increase of its present circumscribed territorial limits, to the end

that it might become, as the pioneer province of the west in size and extent worthy of its position as a province of the Dominion;

And whereas it appears by a minute of Council approved of by His Excellency in Council on the seventeenth day of March, 1911, that, after frequent urgings, a proposal is made by the federal authorities that the limits of the province be extended eastwards, and northwards, to the Hudson bay, to comprise an area of 106,304,000 acres, and that there shall be paid to the province annually in lieu of public lands, mines and minerals and royalties in the said territory, the sum of $200,000 until the population thereof reaches 100,000; the sum of $250,000 until the said population reaches 150,000 and thereafter the sum of $300,000;

And whereas it is the opinion of this House, after due and careful deliberation, that the said proposal does not recognize the principle of equality as aforesaid:

Therefore be it resolved,—That this House firmly but most respectfully declines to accept the proposed addition of territory upon the terms offered in the minute of Council of His Excellency in Council, as hereinbefore set forth, and reiterates and re-affirms the request of the province as a constituent portion of the confederation of Canada, for equality of treatment with either the Provinces of Ontario, Quebec, Nova Scotia and New Brunswick, or the Provinces of Saskatchewan and Alberta, that is to say:—

(*a*) The control of all public lands, mines and minerals in the said proposed added territory, or

(*b*) Financial and other considerations of a character similar to those given or to be given the said Provinces of Saskatchewan and Alberta.

Either of which propositions this legislature is willing to favourably consider: be approved.

That a copy of this Order in Council be transmitted to the Honourable the Secretary of State for Canada.

Respectfully submitted,

(Sgd.) R. P. ROBLIN,
Chairman.

Executive Council Chamber,
March 29, 1911.

I hereby certify the foregoing to be a true and correct copy of Order in Council, No. 16856, approved on the twenty-ninth day of March, 1911.

(Sgd.) M. MACLEAN,
Clerk of the Executive Council of Manitoba.

CERTIFIED *copy of a minute of the Executive Council of Saskatchewan, dated at Regina on Thursday, the thirteenth day of April, 1911, and approved by His Honour the Lieutenant-Governor.*

The Executive Council has had under consideration a report from the acting President of Council, dated March 28, 1911, stating that the Legislative Assembly of Saskatchewan during its recent session just closed unanimously resolved that:

'Whereas the Government of Canada has under consideration the advisability of extending the boundaries of the provinces of Quebec, Ontario and Manitoba so as to include the hinterland lying adjacent to and north of these provinces;

'And whereas the several areas proposed to be included in the said provinces are at present the property of Canada and any action by the Parliament of Can-

ada to transfer the ownership of the property to the provinces referred to will have the effect of altering the terms and conditions upon which such provinces entered Confederation;

'And whereas the extension of the boundaries of the said provinces northward will bring within their respective borders areas very similar to the territory comprising the northern part of the province of Saskatchewan;

'And whereas under the terms of the Saskatchewan Act, the Alberta Act and the Manitoba Act the compensation payable to the provinces in lieu of lands is based upon the principle that the Federal Government should retain control of the agricultural lands of Western Canada for colonization and immigration purposes;

'And whereas the said northern part of the province of Saskatchewan is not required by the Government of Canada for the purpose of carrying out its colonisation and immigration policy;

'And whereas in addition to the agricultural lands there are certain natural resources within Saskatchewan which are purely of local concern and which are not required by the federal authorities for the carrying out of its colonisation policy:

'Therefore be it resolved that in the opinion of this House the Government of Saskatchewan should proceed with negotiations with the federal authorities for the purpose of having transferred to the province all that part of the hinterland of Saskatchewan, together with all natural resources of purely local concern contained within the province, not required for colonisation and immigration purposes.'

In view of the opinion expressed by the Legislative Assembly as set out in the foregoing citation, and on the recommendation of the acting President of Council, the Executive Council advises that the Government of Canada may be moved to appoint a time and place when and where representations may be made by the Government of Saskatchewan on behalf of the Legislative Assembly respecting the subject dealt with in part in the above resolution.

(Sgd.) J. W. McLEOD,
Clerk of the Executive Council.

SESSIONAL PAPER No. 110a

CLAIMS OF THE PROVINCE OF MANITOBA AGAINST THE DOMINION OF CANADA.

REPORT OF PROCEEDINGS AT CONFERENCE HELD AT OTTAWA, FEBRUARY 2-3, 1911.

PRESENT:

For the Dominion of Canada:

Rt. Hon. Sir Wilfrid Laurier,
Hon. W. S. Fielding.

For the Province of Manitoba:

Hon. R. P. Roblin,
Hon. R. Rogers.

Prime Minister's Office, House of Commons,
Thursday, February 2, 1911.

Sir Wilfrid Laurier.—We will try to agree—see if we can agree upon a common basis in respect of the resolution of July 13, 1908.

Mr. Rogers.—The resolution of the Dominion House?

Sir Wilfrid Laurier.—The Parliament agreed to offer you an extension of the limits of your province in the following terms:—

'The northern boundary to be the sixtieth parallel of latitude; the western boundary to be the present eastern boundary line of the province of Saskatchewan to the said sixtieth parallel; the eastern boundary to be the present eastern boundary as far north as the north-east corner of the province, thence on a straight line to the most eastern point of Island Lake, and thence on a straight line to the point where the eighty-ninth meridian of west longitude intersects the shore line of Hudson Bay.

'And be it further resolved:

'That whereas notwithstanding the extension of territory above described, the ungranted lands of the Crown in the territory so to be added to the said province will still continue to be administered by the Government of Canada for the purposes of the Dominion; and the said province will not have the public land as a source of revenue.

'It is just and equitable to recognize the increased cost of civil government which such an extension of territory will occasion to the province, and in view of the premises, to make to the said province an increased allowance by money payment, the amount of which should be the subject of negotiation between the Government of Canada and the Government of Manitoba.'

Now do we understand that we are prepared to discuss these terms?

Mr. Roblin.—Yes; that is what we are here for.

Sir Wilfrid Laurier.—Then may I ask you what you offer or suggest as to how much should be the amount of the allowance?

Mr. Roblin.—We want the same consideration as was given to Alberta and Saskatchewan—equality with the sister prairie provinces.

Sir WILFRID LAURIER.—That is to say, you want an increased subsidy; you want not an allowance to carry on the civil government in the new territory which would be added to Manitoba, but you want also an allowance, an increased allowance for the whole Province of Manitoba?

Mr. ROBLIN.—Yes; we want exactly the same as Alberta and Saskatchewan.

Mr. FIELDING.—In other words, apart from the question of boundaries and of any consequent allowance arising from the extension, you want to re-open the financial terms of the union.

Mr. ROBLIN.—We always contended that we were unfairly dealt with in so far as the matter of our relations with the Dominion financial concerns is concerned.

Sir WILFRID LAURIER.—Well, Mr. Roblin, you remember that in the month of October, 1906, we had a conference of all the provinces at which your government was represented, at which the Governments of Alberta and Saskatchewan were represented, at which in fact all the provinces were represented, and that the financial terms of the different provinces were readjusted.

Mr. ROBLIN.—Yes, as to the eighty cents a head of population and the cost of civil government.

Mr. ROGERS.—If you recollect a distinct resolution was put in that we would not take part in that conference save and except these matters we are discussing now were entirely exempt.

Mr. ROBLIN.—Yes, that saving clause was put in. The only thing that was made permanent in that connection was the eighty cents per head of population and we do not wish to disturb this at all. We are not disturbing this. The eighty cents a head is satisfactory to us because we get the same as the other provinces as the capital account is eight millions. I think it is more in Saskatchewan, is it not, Mr. Fielding?

Mr. FIELDING.—I cannot tell you offhand.

Sir WILFRID LAURIER.—I do not see that memorial in the report I have in my hand I have the report of the conference here.

Mr. ROBLIN.—You will find it somewhere.

Mr. FIELDING.—That would be that you were free to consider the question of extending your boundaries; I do not remember any resolution that you would be free to consider any claim arising out of the extension of the boundaries.

Mr. ROBLIN.—That saving clause is in there.

Mr. FIELDING.—If it is it would not call for a general readjustment of finances; it would only call for consideration of the question of what additional obligations would be imposed by reason of the added territory. The resolution could not ask that all questions of subsidies and allowances should be considered, that that whole question should be reopened.

Mr. ROBLIN.—We left that in reserve knowing it had to come. We had been urging this extension for many years, knowing that when the extension came there would be a readjustment of the finances.

Mr. FIELDING.—Each province, according to its own view of things, had been urging, for one reason or another, some form of determining the financial conditions, and out of these urgings there arose this provincial conference, and when this provincial conference came to an agreement it settled that certain sums were to be paid to the different provinces. Don't you think that was to be reasonably regarded as a settlement?

Mr. ROBLIN.—British Columbia did not agree to it.

Mr. FIELDING.—We all said that British Columbia was unreasonable.

Mr. ROBLIN.—You cannot settle anything fully. Your own record, as a public man, Mr. Fielding, is all I have to refer to to justify any position we may have assumed. Take the case of Nova Scotia.

Mr. FIELDING.—I think the situation of the two provinces were not the same, but it would not be profitable for us to debate that.

Mr. ROBLIN.—I think the cases are exactly alike and I could prove it if it were necessary, but I do not think it is necessary to refer to it. The whole thing is contingent upon equality. If Manitoba is not to have full sisterhood in the confederation of Canada, then there is going to be discontent, irritation, dissatisfaction. The strength of any chain is the strength of the weakest link, and we would therefore be the weakest link in the chain, and we do not feel, having done the pioneer work in the west, having established the bona fides of that country, and borne the burden of the early pioneer work down there, that we should be asked to taken a less favourable position in the confederation than Saskatchewan or Alberta.

Sir WILFRID LAURIER.—Mr. Roblin, if you felt that Manitoba had a special claim, that was the time to present it to the Conference, just as British Columbia did. British Columbia contended that apart from the adjustment of the financial terms to which it agreed, British Columbia had a special claim to make, and British Columbia made it.

Mr. ROBLIN.—We could not get in anything of that kind because it was contingent, as you will remember. That was in what year?

Sir WILFRID LAURIER.—1906.

Mr. ROBLIN.—In what year was the Autonomy Bill passed?

Sir WILFRID LAURIER.—1905.

Mr. ROBLIN.—You will remember that previous negotiations took place, and we were always put off by the statement that when the new provinces were formed then we would have our claims considered, and we never up to that time got them considered.

Mr. ROGERS.—Might I see that memorandum of ours there?

Sir WILFRID LAURIER.—Certainly.

Mr. FIELDING.—Would it not be correct to say, without going into the early history of any of the provinces, that our Government found that there were difficulties in the various provinces, that representatives of these provinces were appointed to present their claims, and that they did present them, one for one reason, and another for another. They were all agitating for some arrangement which would give the provinces a larger revenue, and out of that agitation the conference sprang, and I think we looked upon it as a tribunal which might competently settle the basis of such monies as the Dominion should contribute. Don't you think—I grant you at once that whatever arises out of the extension might be felt to be something that has to be provided for—but don't you think it is fair to contend that all financial matters between the various provinces and the Dominion were adjusted by that conference, and a happy solution reached?

Mr. ROBLIN.—No, I cannot agree with you that Manitoba should be asked to take a subordinate position to any other of the sister provinces.

Sir WILFRID LAURIER.—Don't you think that the conference assembled here for that purpose?

Mr. ROBLIN.—What we are asking was not considered.

Sir WILFRID LAURIER.—It was considered.

Mr. ROBLIN.—I was there and Mr. Pugsley was the man who submitted the proposal that Manitoba should be reserved for other occasions. I said that was satisfactory.

Mr. FIELDING.—Where is the record of that? I am not saying it is not correct.

Mr. ROBLIN.—You will find it there somewhere. I have not it before me.

Sir WILFRID LAURIER.—I think your memory must be confused, Mr. Roblin because I cannot see why the conference would not consider the claim of Manitoba, just as it considered the claim of British Columbia.

Mr. ROBLIN.—Well, it decided their claims from another standpoint.

Sir WILFRID LAURIER.—You say you asked for special treatment, and British Columbia asked for special treatment.

Mr. ROBLIN.—No, we do not ask for special treatment. We only want the same as Alberta and Saskatchewan. Mr. McBride based his contention on the fact that the topography of his province was different from the other provinces, and that relatively they contributed much more to the public exchequer than the other provinces, and received relatively much less, and he said therefore for that reason we must have special consideration. That was his claim.

Sir WILFRID LAURIER.—That was one claim. Your claim was that you wanted to have the same treatment that had been given to Alberta and Saskatchewan. I am not sure that that was not presented to the conference whatever might have passed between——

Mr. ROBLIN.—You remember you and I discussed the matter of the boundaries informally and said we will get to it some time.

Sir WILFRID LAURIER.—We had a conference?

Mr. ROBLIN.—At that time, at the time of the provincial conference.

Sir WILFRID LAURIER.—I do not remember, but if you say so I do not dispute it at all. There was much discussion on that occasion. We had a conference subsequently in the month of November following as to the extent of the boundaries.

Mr. ROBLIN.—You said in the near future we will give you a conference on the boundaries and you did.

Sir WILFRID LAURIER.—Exactly, and we had a conference on the boundaries on the 12th of November, 1906. We discussed the territory to be added. Here is the record. We could not agree as between Ontario and Manitoba. Ontario wanted to go to the Churchill river. Manitoba wanted to go to the vicinity of Lake Superior. We could not agree, and therefore perhaps you mentioned the matter to me. Possibly you did, but at the conference on November 12, 1906 there was not a word mentioned with regard to an increased allowance. That conference was purposely to settle the boundary, and there was not a word said about the allowance.

Mr. ROBLIN.—Do not misunderstand me. We based our claim entirely on the fact that Alberta and Saskatchewan had received this consideration, and we claimed equality with them.

Sir WILFRID LAURIER.—Exactly, I understand.

Mr. ROBLIN.—At that time we did not discuss it. We were waiting for the opportunity of discussing it with you.

Sir WILFRID LAURIER. I understand, and as far as I remember—and I think my memory serves me—that claim you are now pressing for equality of treatment with Alberta and Saskatchewan did not come before the 20th of January, 1908.

Mr. ROBLIN.—As soon as we got to discussing details——

Sir WILFRID LAURIER.—But you see, Mr. Roblin, this claim of equal treatment is quite apart from the question of boundaries. Suppose you had no boundaries at all, suppose we did not agree on your boundaries, on the question of your boundaries, you would still put in the same claim, according to you.

Mr. ROBLIN.—We would make our claim, of course. It has been made for fifteen years.

Sir WILFRID LAURIER.—Not upon this.

Mr. FIELDING.—Would you have the same claim? Suppose for illustration, suppose one of the provinces—say New Brunswick—New Brunswick participated in that conference—suppose the premier of New Brunswick, Mr. Hazen, said 'I have been looking over that again and I do not think I have got equality of treatment with Alberta and Saskatchewan, and I am going to make a new claim for equality of treatment.' Would not we be able to say, 'Well, Mr. Hazen, that was settled at the conference of 1906?'

Mr. ROBLIN.—The cases are not the same.

Mr. FIELDING.—What is the difference? We do not dispute the question of boundaries. Wherein would you differ in your present position from that I have described in the case of the Province of New Brunswick?

Mr ROGERS.—Before you went into that conference we passed an Order in Council in effect that any discussion or arrangement at that conference was not to affect in any way the settlement of our boundaries.

Mr. FIELDING.—We are not dissenting to that, because we agreed that nothing the conference did could touch the principle of the boundary question. But, as Sir Wilfrid says, the other matters were settled. What is your reason for the claim as respects the territory to be added?

Mr. ROGERS.—I will read to you our claims. I do not need to read the description. (Reads)

'That supplementary and in addition to the prevailing provisions as to the annual allowance of the province by the Dominion for cost of Government, and a per capita allowance of eighty cents a head of population, there be inserted in any Act of the Parliament of Canada extending the boundaries of the Province as above set forth, the following provisions respecting capital account and in lieu of lands, such provisions being in every respect similar to and identical with those respecting said matters as are contained in certain Acts of the Parliament of Canada, passed in the year 1905, creating the new provinces of Saskatchewan and Alberta; and this House declares its willingness to agree to and approve of and does hereby and herein agree to and approve of, an extension by the Parliament of Canada of the boundaries of the Province in the manner and to the extent aforesaid, upon the said following terms and financial conditions (which terms and financial conditions are similar in all respects as to the matters herein referred to, as were extended to each of the provinces of Saskatchewan and Alberta, and agreed upon between these Provinces and the Government of Canada, and as are contained in the said Acts creating those Provinces as aforesaid), being, to wit, as follows, that is to say:

'Inasmuch as the Province of Manitoba is not in debt, it shall be entitled to be paid and to receive from the Government of Canada, by half-yearly payments in advance, an annual sum of four hundred and five thousand three hundred and seventy-five dollars, being the equivalent of interest at the rate of five per cent per annum on the sum of eight million, one hundred and seven thousand, five hundred dollars.

'Inasmuch as the said Province will not have the public land as a source of revenue, there shall be paid by Canada to the Province, by half-yearly payments in advance, an annual sum based upon the population of the province as from time to time ascertained by the quinquennial census thereof, as follows:—

'The population of the said Province being assumed to be at present two hundred and fifty thousand, the sum payable until such population reaches four hundred thousand shall be three hundred and seventy-five thousand dollars;

'Thereafter, until such population reaches eight hundred thousand, the sum payable shall be five hundred and sixty-two thousand five hundred dollars;

'Thereafter, until such population reaches one million two hundred thousand, the sum payable shall be seven hundred and fifty thousand dollars;

'And thereafter the sum payable shall be one million, one hundred and twenty-five thousand dollars. As an additional allowance in lieu of public lands, there shall be paid by Canada to the Province, annually by half-yearly payments in advance, for five years from the time this Act comes into force, to provide for the construction of necessary public buildings, the sum of ninety-three thousand seven hundred and fifty dollars.

'For all the purposes aforesaid and such other or others as shall be warranted upon the statement of facts herein presented, this House prays for substantial relief and justice from the Parliament of Canada and desires to observe that any less arrangement than above set forth respecting said matters would be considered by your memorialists inequitable and unjust, and firmly rest its claims upon an equality of treatment, insofar as area and financial conditions are concerned, with our sister provinces of Saskatchewan and Alberta.'

That covers the whole thing.

Sir WILFRID LAURIER.—What date was that?

Mr. ROGERS.—That was 1908, January 1908.

Sir WILFRID LAURIER.—Yes, certainly. This claim was presented in January 1908. I did not dispute that. But it was not presented in 1906 at the conference.

Mr. ROBLIN.—The representatives of the government of Manitoba going to the conference were instructed not to deal with it. Of course the conference could not deal with the boundary question.

Mr. FIELDING.—If there was no boundary question at all you would be asking to have equalization with Alberta and Saskatchewan.

Mr. ROBLIN.—Yes, we would.

Mr. FIELDING.—Well, you are asking something that has no connection with the boundary question nor yet arising out of it.

Mr. ROBLIN.—You cannot expect to have peace and contentment and all that should exist in Canada where there is no equality.

Mr. FIELDING.—It is not like a question of mathematics; it is always a debatable question.

Sir WILFRID LAURIER.—There were two conferences in 1906. One was for discussing with Saskatchewan and Ontario and Manitoba and the Dominion Government the extension of boundaries. At that conference the question of boundaries was discussed; the extension of the financial terms consequent upon that was not discussed. Another conference took place in 1906 with the view of readjusting the subsidies to be paid to the provinces. You were there, your government was represented; an adjustment was made of the allowance for civil government and everything else. No special claim was made by Manitoba at that time, the claim you present today.

Mr. ROBLIN.—That was reserved.

Sir WILFRID LAURIER.—The claim you present today is quite an independent question of the boundaries, has nothing to do with it. If you have a claim for equality, you have that claim whether your boundaries are extended or not extended. If you have a claim for equality, even if Manitoba were to be restricted to the present limits, you would have the same claim because you say you have not given the lands to Saskatchewan and Alberta but you have given them special treatment, and therefore if we are not to have the lands we ask for special treatment. What has that to do with the boundaries?

Mr. ROGERS.—Under the British North America Act when you extend the boundaries they are extended upon terms and conditions to be agreed upon by both governments as to the additional cost.

Sir WILFRID LAURIER.—Exactly—and we are prepared to discuss it on these lines, that is to give you an allowance for the civil government of the new territory; whether it is to be so much or so much, that is the question we are prepared to discuss.

Mr. ROBLIN.—Well, the civil government cost is settled by the agreement reached at the interprovincial conference. We do not wish to reopen that. We do not ask you to reopen that.

Sir WILFRID LAURIER.—That is what you are doing.

Mr. ROBLIN.—We do not ask to reopen that.

Sir WILFRID LAURIER.—That is the very thing.

Mr. ROBLIN.—What we do ask is that the capital account and the compensation for our public domain be adjusted.

Sir WILFRID LAURIER.—Very good. That will cost you so much a year more. That is all you asked in 1908, but this is not consequent upon the boundaries. You say you should have that not only upon the boundaries of the new territory which are to be given to you, but even upon the old province such as it exists to-day.

Mr. ROBLIN.—The Province of Manitoba, I think I am safe in saying, fifty times in my recollection pleaded for better terms, and every time the Parliament of Canada would insert a clause, 'It shall be final and binding now and forever.' The terms that were made in 1885 have those words in them and I raised the question. I said it was absurd for the Parliament of Canada to talk about it being final.

Sir WILFRID LAURIER.—You tell us that you want a readjustment of the terms for the Province of Manitoba which you say you have been presenting from time to time for the Province of Manitoba as it exists to-day. That is altogether another matter. I am sorry it was not presented in 1906, but that is another matter.

Mr. ROBLIN.—My case is in one sentence: we want equality with Alberta and Saskatchewan.

Mr. FIELDING.—And you would feel, even though there was no boundary question, that there was still a lack of equality?

Mr. ROBLIN.—No condition of things could possibly arise whereby the Province of Manitoba would not be pressing for increased boundaries. They have been promised by every government that has existed since 1870 or 1871, since the Manitoba Act came into force, and we have been put off from time to time, and we think it unfair. That is the way the people of Manitoba feel. The Parliament of Canada, of course, has its reasons for not doing it. We have waited patiently, and we will have to wait I suppose patiently until the Parliament of Canada comes to see that it is absolutely necessary to do justice to Manitoba to secure that peace and contentment in this country that equality necessarily gives.

Sir WILFRID LAURIER.—That is altogether another question. The boundary question is another question altogether. You have been coming from time to time——

Mr. ROBLIN—Interrupting you, Sir Wilfrid, we waited at your request until the formation of the western provinces in order that the whole matter could be settled up.

Mr. FIELDING.—The boundary matter.

Mr. ROBLIN.—You remember having made that statement when Mr. Davidson and I were here?

Sir WILFRID LAURIER.—That is the statement I made.

Mr. ROGERS.—I do not see where you make any difference. The question is simply this, under the British North America Act where a province has an increase of territory it brings up the readjustment of the financial conditions. You have made two new provinces and we ask this equality in our financial conditions, and time after time at every conference we had here we were simply pressing the same case, the extension of the boundaries together with the financial conditions. The boundaries have been fixed by the Parliament of Canada, but you have never made any arrangement with regard to the financial conditions, and we simply say: give us the same as Alberta and Saskatchewan.

Mr. FIELDING.—So far as the question arises from the extension of the boundaries, we admit that must be discussed. But it is quite evident you are asking more than that. You contend that Manitoba has not got a fair consideration. She wants equalization with these new provinces, and Mr. Roblin very properly admits that if we did not have the boundary question you would still have that grievance. Our point is that the things that arose outside of the boundary question, financial questions, were all covered and determined by the conference of 1906.

Mr. ROBLIN.—There is nothing final in the Parliament of Canada.

Mr. FIELDING.—Of course nothing is final in this world.

Mr. ROBLIN.—You cannot make anything final.

Mr. FIELDING.—That is an extraordinary view to take. If men have agreed to a thing it becomes final.

Mr. ROBLIN.—Individuals might but a parliament cannot. No one man can bind a parliament, because the parliament of to-day might be a different one to-morrow.

Mr. FIELDING.—The whole purpose of that conference of 1906 was to reconcile the rivalries, if I may use that term, all possible conflicting claims of the various provinces.

Mr. ROBLIN.—No.

Mr. FIELDING.—And we were taking the view——

Mr. ROBLIN.—That was not the reason.

Mr. FIELDING.—To grant to one province a concession would not be fair to the others. We said: Let us bring all the provinces together and see if they cannot work out something that would be agreeable to all, and you sat together, and you did agree, which was acceptable to everybody except to Mr. McBride.

Mr. ROGERS.—Nothing affected the terms and conditions that we are asking for.

Mr. FIELDING.—Nothing affected the question of the boundaries.

Mr. ROGERS. We went into that conference with the distinct understanding presented to your Government that such a conference was not to affect these very questions.

Mr. FIELDING.—Not to affect the boundary questions.

Sir WILFRID LAURIER.—We do not find that in the record of the conference.

Mr. ROGERS.—I could find it in a minute. I have not my papers here but you will find it if you will look it up in the blue-covered book.

Mr. FIELDING.—As to the contents of that I have no doubt it is correct—I do not remember the statement, but the proceedings of the conference would show.

Mr. ROGERS.—It was not to prejudice our rights to the boundary.

Sir WILFRID LAURIER.—If you had made a reserve as to presenting claims you should have said: 'Very well, we will go to that conference; we will settle other claims but we reserve this.'

Mr. ROBLIN.—It was written in. If this is the final report it is there. I have read it.

Mr. FIELDING.—In a publication of our people or of yours?

Mr. ROGERS.—An order in council submitted to you.

Sir WILFRID LAURIER.—The only memorial I remember was this memorial of 1908 in which the new terms given to Alberta were brought to our attention for the first time. I am sure it was not brought before 1908, but it may be that you had some claims which were presented previously to the government from time to time. I do not know whether it was about the lands, the swamp lands.

Mr. FIELDING.—School lands.

Sir WILFRID LAURIER.—No, swamp lands. I have a vague recollection that you had some claims of that kind which you wanted to present, but as to equality of treatment with Saskatchewan and Alberta, so far as my memory goes, I never heard of it, we never heard of it until January, 1908.

Mr. ROBLIN.—It was not brought up at the interprovincial conference.

Mr. ROGERS.—Because we had not had our interview with you.

Sir WILFRID LAURIER.—It could not be. You say you had before the conference the question of boundaries, and this question would exist even if you had no question of boundaries. Supposing you were to remain in your present boundaries, still you would press that claim for what you call equality of treatment with Saskatchewan and Alberta because you have not the allowance and they have. This is the basis on which you present your claim. It is not a question of boundary at all. It is another matter. There is no connection between the two things. The only thing

we have to discuss to-day and we are prepared to discuss it, is what allowance should be made.

Mr. ROGERS.—What do you suggest then?

Sir WILFRID LAURIER.—Let us ascertain if you are disposed to discuss upon that basis. We will settle it, we will try to settle it.

Mr. ROGERS.—We will discuss it with you if you give us equality with the other provinces.

Sir WILFRID LAURIER.—That is not the question before us to-day. That is another question altogether which, in my humble judgment, should have been presented to the conference in 1906 when the question of financial terms was discussed. It was not done. You say you did not press your claim. Very well, you say you have a claim—I do not say you have not. Let us put that aside. What we are here to-day for is to discuss what should be the financial terms which should be given to you as a fair allowance to carry on the civil government in the additional territory.

Mr. FIELDING.—The question is, what additional burden is imposed on you by taking over that territory. In other words, by taking all this territory are you burdened with additional expense? If so, what is it, and if so what can we do to assist you? Is that not the real question?

Mr. ROGERS.—Not at all. You gave Ontario and Quebec their lands. Give us the same.

Mr. FIELDING.—That is a question of compensation for the lands.

Mr. ROGERS.—We will take equality with either Quebec and Ontario or Saskatchewan and Alberta. Take your choice.

Mr. FIELDING.—In the consideration of the burden which may be imposed on you by the additional territory, the fact that you have not the lands will of course have to be considered. That will enter into it but that will not be opening up the general financial question. Would Ontario have the right to say in connection with her boundaries, 'We are not satisfied, we do not think we got as good treatment as Saskatchewan and Alberta, and therefore we demand a readjustment of our financial condition.' Do you think they would be justified in taking that position?

Mr. ROGERS.—We are willing to take what they have got, or Alberta, or Saskatchewan.

Mr. FIELDING.—Do you think that is a fair answer to my question?

Mr. ROGERS.—Yes, how can you justify giving Alberta and Saskatchewan an extension of territory and the subsidies you have given them, and refuse them to us.

Mr. FIELDING.—We think the principal on which you are proceeding is erroneous. We have not got into the question of amount. You are claiming a readjustment of the financial terms of Manitoba, not merely by reason of the boundaries, but generally, because you feel you ought to have equality. Our position is that whatever arises from the extension of boundaries is a legitimate claim, but that outside of that it is too late to raise claims, because all these claims were covered by the happy adjustment of 1906.

Mr. ROGERS.—None of these claims were covered in 1906. None of the claims mentioned here were covered, none of them.

Sir WILFRID LAURIER.—That was the time to mention them.

Mr. ROGERS.—We did not anticipate that there would be any doubt that we would get the same as Alberta and Saskatchewan.

Sir WILFRID LAURIER.—That is not reasonable, if you will permit me to use the expression. We were there to readjust the subsidies given to the provinces: you never put in any claim.

Mr. ROGERS.—I beg your pardon, that memorandum was in.

Sir WILFRID LAURIER.—Before that conference you did not put up that claim.

Mr. ROGERS.—That memorandum is filed.

Sir WILFRID LAURIER.—I do not see it here.

Mr. FIELDING.—Surely for what took place at the conference we must look to the record.

Mr. ROGERS.—It was transmitted here to the Government.

Mr. ROBLIN.—We have got the Order in Council. We can send you a certified copy. You must have that on file.

Sir WILFRID LAURIER.—To-morrow morning I will have to see, but I am satisfied, or my memory fails me very much, that no mention of these terms to Saskatchewan and Alberta ever came to us before 1908. You may have had other claims, I do not say you did not have, you say you had special claims, I do not say you did not have, and I do not say you did not present an account of them; I think you did. But that is quite foreign to the question to-day.

Mr. ROBLIN.—We have made our claim. We ask for equality with Alberta and Saskatchewan, whether you consider it reasonable or unreasonable, that is our position. Now we wait your counter proposition. If you cannot concede what we ask, tell us what you will do.

Sir WILFRID LAURIER.—Well, I may tell you——

Mr. ROBLIN.—And then of course———

Sir WILFRID LAURIER.—Let us be clear and definite in all these things. If you ask a readjustment of subsidies our view is that such adjustment of subsidies is a matter for conference between the provinces. The subsidies were readjusted in 1906, and I do not think we have authority to reopen this condition which we thought was settle in 1906. You say nothing is finally settled; well and good, but there are methods. Other provinces are interested in that just as much as Manitoba is.

Mr. ROBLIN.—I do not think that any other province will protest. I make the statement and I believe the legislatures will support me in it. No legislature will oppose Manitoba having equality with Alberta and Saskatchewan.

Mr. ROGERS.—We were interested when you formed the terms and conditions of the new provinces and we were not consulted.

Sir WILFRID LAURIER.—As to what?

Mr. ROGERS.—The terms and conditions. The same argument would apply there.

Sir WILFRID LAURIER.—There is a wide difference. When we formed the new provinces, when a province has entered into confederation, then the terms are not to be disturbed.

Mr. ROGERS.—You are giving to Ontario their lands.

Sir WILFRID LAURIER.—In giving the lands to Ontario we are following the precedent which is the law of the land, of confederation. In not giving the lands to the new territory we are just following the very terms when the Province of Manitoba was formed. If you were to tell us to-day, 'Give us the territory and give us the lands in that territory,' that would be a different proposition. But you do not say that.

Mr. ROGERS.—Yes, we do. Give us the lands and we will accept them.

Sir WILFRID LAURIER.—In Manitoba also?

Mr. FIELDING.—Do you mean the lands in the new territory?

Mr. ROBLIN.—Manitoba as enlarged.

Mr. FIELDING.—We are not discussing Manitoba as a whole.

Mr. ROBLIN.—I am telling you the proposition we would be willing to accept, that is all. You give us our lands and minerals in the added territory as a whole, put us on an equality with Quebec, Ontario, British Columbia, and in that respect we will be satisfied.

Mr. FIELDING.—In the new territory?

Mr. ROBLIN.—In Manitoba.

Mr. FIELDING.—You are urging that we should practically open up the whole terms of union which we do not think is fair to the other provinces. We think you should

draw a distinction between your claim for opening up the whole question of union and for getting a proper allowance in connection with the extension of the boundaries.

Mr. ROBLIN.—I would be a very poor Manitoban, as well as a very indifferent Canadian, if I could come down here and say I am willing that our province should be made a subsidiary part of confederation, that it should have an unimportant and insignificant relation to the other provinces.

Mr. FIELDING.—Wherein do you differ from any other province?

Mr. ROBLIN.—Because she has not her lands and minerals and the other provinces have. There is Alberta and Saskatchewan on the one hand and Ontario and Quebec on the other. We will take either the one or the other.

Mr. FIELDING.—That is rather ancient history.

Mr. ROBLIN.—Canada is making history nowadays.

Mr. FIELDING.—You ought not to want to open up the old financial questions which we think were settled and covered in the conference in which you participated in 1906 and which do not touch your boundaries.

Mr. ROBLIN.—Do you think it would redound to the credit of Canada or the Parliament of Canada, if they had the power—which fortunately they have not got—to fasten terms and conditions on Manitoba that would make her different in her relations to the Dominion than any of the other provinces, less important, less influential?

Mr. FIELDING.—I think there would be nothing unfair in asking Manitoba to accept the general terms and conditions, the general financial scheme, which the Prime Minister of the Province of Manitoba agreed to in conference five years ago.

Mr. ROBLIN.—We do not ask you to disturb one thing that you did at that conference.

Mr. FIELDING.—I think you do.

Mr. ROBLIN.—The only thing we say was done was to increase the grant for civil government and to change the basis to eighty cents a head in Manitoba when we reach four hundred thousand souls. We can never get another dollar. Do you mean to say we should not ask for a change when Ontario got it? It is unfair to put us in a subordinate position.

Sir WILFRID LAURIER.—You are wrong there. If you had stated at the conference your claim——

Mr. ROBLIN.—I did say it.

Sir WILFRID LAURIER.—Pardon me, it is not here.

Mr. ROBLIN.—It was not considered.

Sir WILFRID LAURIER.—If you had said, 'We here in the Province of Manitoba are not given the lands as Ontario and Quebec have their lands, and therefore we ask in addition to these terms what is being given to Alberta and Saskatchewan,' we who were present at the conference would have passed upon that, and if they had said, 'Yes, that is right,' it would have been done immediately. But it was not done.

Mr. ROBLIN.—We were waiting for an interview with Sir Wilfrid Laurier, Prime Minister of Canada, to consider that matter. We had been waiting for a considerable length of time.

Sir WILFRID LAURIER.—There was an interview with Sir Wilfrid Laurier and Mr. Aylesworth to hear every demand. If you had said, 'In the Province of Manitoba as at present constituted, no matter with reference to the boundaries, we are in a position of inequality; we have not the lands as Ontario has, and we have not as favourable terms as Saskatchewan and Alberta, and we ask these,' there was the time to put your claim, and they would have passed upon it.

Mr. ROBLIN.—But we expected when we got to you that we would get there.

Sir WILFRID LAURIER.—I take the ground in a matter of this kind that we should know where we are going.

Mr. ROBLIN.—I think it would have been a very improper thing and it would have been treated summarily if I had introduced any such question at that conference.

Sir WILFRID LAURIER.—I cannot see that.

Mr. ROBLIN.—That is my opinion. I can only give my opinion.

Sir WILFRID LAURIER.—Surely if you had any claim such as you have to-day that was the time to make it, but you did not do so. You say you have a claim, I do not say No or Yes, but I want to impress upon you that if these terms as agreed to in 1906 are to be reopened, it seems to me that is a question to be determined by a conference. But that is another question. The question is you want to have the boundaries and we say 'Here they are, you are welcome to them, we are glad to give them to you if you want them. What shall we give you and what shall be the sum we shall give you for the allowance to carry on civil government in that territory?'

Mr. ROBLIN.—We do not want that incident opened, that is closed, the question of civil government.

Sir WILFRID LAURIER.—In the new territory?

Mr. ROBLIN.—It was closed at the conference.

Mr. FIELDING.—On the basis of population.

Mr. ROBLIN.—That was settled and anything settled at the conference we do not ask to be reopened.

Mr. FIELDING.—We thought all the questions, other than the boundary question pending between the federal government of Manitoba, the financial questions, were considered at that time.

Mr. ROBLIN.—No, that conference was called simply to consider the question of the cost of civil government and the eighty cents per head.

Mr. FIELDING.—Well, the subsidies.

Mr. ROBLIN.—The subsidies were not taken into account.

Mr. ROGERS.—There is no question that we transmitted the memorial.

Mr. FIELDING.—If the memorial was not presented at the conference, I do not think it would be a fair answer to my question. If you had regarded yourselves as not having equality with Alberta and Saskatchewan—and I have not attempted to say whether you have or not—I do not want Manitoba to occupy any subordinate position; it is the principle underlying your claim. We think it is opening up a question entirely apart from the boundaries. You are asking us to open up the whole question of union.

Mr. ROGERS.—Oh no.

Mr. FIELDING.—Leaving the boundary question, it surely was your duty to present the inequality claim at that time.

Mr. ROBLIN.—Absolutely no. I do not think so or I would have done it. On the contrary, we prepared an order in council and set out that that thing could not be dealt with, that we would not be governed or bound if they did deal with it, but fortunately they did not touch it.

Mr. FIELDING.—Would you not say unfortunately, because if you thought it should have been dealt with it would be rather unfortunate.

Mr. ROBLIN.—Suppose someone had undertaken to have the capital account between the provinces dealt with, they might not possibly have dealt with it from the standpoint we expected to deal with it later on, because we had before us what Saskatchewan and Alberta had been given, and we expected that we would get the same treatment. Sir Wilfrid Laurier indicated that when the proper time came he would deal with us fairly and generously.

Mr. FIELDING.—On the boundaries.

Mr. ROBLIN.—That was with Mr. Davidson and myself.

Sir WILFRID LAURIER.—I think we did.

Mr. ROBLIN.—We never tried to discuss all the terms, and we did not until a year ago. All we ask is, make us equal with Quebec or Nova Scotia on the one hand or with Saskatchewan and Alberta on the other, and if there is a Canadian from

Halifax to Vancouver who says that is not just, then I will say I am not competent to form an opinion. Make us equal with one or the other, with Nova Scotia or with Alberta.

Sir WILFRID LAURIER.—There is no use in repeating it again, but we can't help doing it. That is not at all the question, that is not a question of the extension of the boundaries. You would ask that even if there were no boundaries involved.

Mr. ROBLIN.—Well, we have waited for that settlement, for you to deal with this matter for fourteen years—I think it was about 1896 when Mr. Greenway took up the matter and resolutions were passed, and it has been hanging ever since.

Sir WILFRID LAURIER.—The extension of boundaries?

Mr. ROBLIN.—Yes.

Sir WILFRID LAURIER.—There you are. We are prepared——

Mr. ROBLIN.—You said you did not want to deal with Manitoba until you made the new provinces.

Sir WILFRID LAURIER.—I do not think that is exactly what I said. I have the language here. It is reproduced in your memorial.

Mr. ROBLIN.—It is pretty nearly that. It is to that effect, and we were satisfied. We waited and after that interview we never saw you until about 1906.

Mr. FIELDING.—Capital account and subsidies are practically the one thing, because it is out of capital account that the subsidies are established. Sometimes they have to be diminished by lack of capital account, and sometimes increased, so that an addition to the capital account is practically an addition to the province. The capital account serves to produce the subsidy. Practically the two questions are one, capital account and subsidies, and we think if you felt that there was any inequality with Alberta or Saskatchewan or any other province, the time of the conference was the time to consider that. But after all that we want to draw the line distinctly. We recognize that your boundary line was not touched and that we ought to deal with you fairly and generously on your boundary question, but feel that we should not be asked to open up the question of union, even if the terms of union that were given to Alberta or Saskatchewan were not given to some other province in the union, I do not think that that other province, after the conference, was quite free to open it up and make a claim. That is what we think you wish to do.

Mr ROBLIN.—Our claim, of course, is, as I say, equality. We think it is essential for confederation.

Mr. FIELDING.—If any province, after the conference, had said 'Looking over the matter we do not think we got equality,' would we not be justified in saying, 'You cannot open up that again?'

Mr. ROBLIN.—Parliament will have to do it as sure as time goes on. There can be no finality.

Mr. FIELDING.—There is no finality to anything, you might say, but here was a thing adjusted five years ago, and if any province of the Dominion were to come here and say, 'We think we did not get equality——

Mr. ROBLIN.—But this thing was not dealt with. We had been to Sir Wilfrid long before that. I myself had been with him, and he had told us to wait until he had created the new provinces.

Mr. FIELDING.—He would deal with the boundary question, of course.

Mr. ROBLIN.—It was to be included in the boundary.

Sir WILFRID LAURIER.—There was no arrangement of that kind.

Mr. ROBLIN.—That was our understanding.

Sir WILFRID LAURIER—Possibly.

Mr. ROBLIN.—Of course we did not do anything because we were told to wait till the creation of the new provinces.

Mr. FIELDING.—To wait for the adjustment of the boundary question.

Mr. ROBLIN.—And the whole matter of giving Manitoba her proper status in Confederation.

Sir WILFRID LAURIER.—I do not remember that that was ever discussed. Of course the boundaries were.

Mr. ROBLIN.—I do not say we went into details. What we came for was to ask for the extension of our boundaries, and we wanted to go west into Saskatchewan at that time, you remember.

Sir WILFRID LAURIER.—Yes.

Mr. ROBLIN.—And you said 'You will have to leave that until a later time.'

Sir WILFRID LAURIER.—Exactly, that was the boundaries alone, not the financial terms. I said we must settle the boundaries of the new provinces and then we will take up yours.

Mr. ROBLIN.—That is what you said exactly.

Sir WILFRID LAURIER.—There was no question of financial terms at all discussed.

Mr. ROBLIN.—One was the sequence of the other.

Sir WILFRID LAURIER.—We are prepared to discuss that sequence now but you want to review the terms of Union passed when Manitoba was introduced to Confederation, and they were passed upon in 1906. This is what we said in 1905 at the time of the passing of the Autonomy Bills, when you brought in your memorial for the extension of the boundaries, as to which there was no question of finance:—

> 'The Committee are likewise of the opinion that the desire of the Province of Manitoba for an extension of its boundaries to the shores of Hudson Bay is not an unreasonable one, and they suggest that when the measure now before Parliament for the formation of the two provinces of Alberta and Saskatchewan are disposed of, the subject of such an extension of the boundaries of Manitoba might profitably be considered.'

That was exactly in the line of whatever interviews I had with you.

Mr. ROBLIN.—Oh yes, there is no misunderstanding between you and me on that point. The only thing is that you do not think we should ask for equality.

Mr. FIELDING.—You emphasize that word 'equality'. Any province in the Dominion might see fit to say that it is not on terms of equality with another province. Our position is that if that question of inequality has relation to finances it was one of those matters which were adjusted five years ago. If there was any inequality, that was the time to settle it. They settled it happily and good-naturedly, and the money has been flowing into the treasury ever since. If any province should come and say, 'We do not think we are on equal terms with Manitoba,' would not we be justified in saying it is unfair to the other provinces to reopen that question?

Mr. ROBLIN.—But they would not say it. I am willing to submit my case to the public insofar as the question of inequality is concerned. I have no narrow personal view. I have got the broad Canadian view of it. It is for the good of Canada that Manitoba should have equality.

Mr. FIELDING.—Any of the other provinces might also make that claim.

Mr. ROBLIN—They cannot make it. A man cannot make a claim, and have it considered to be a reasonable one for a moment unless he can show something to justify it. We say, place Manitoba in the same position as Nova Scotia or Quebec on the one hand, or Saskatchewan and Alberta on the other, and we will be satisfied to show that it is right.

Mr. FIELDING.—If Nova Scotia or Quebec were to come to us and ask us to re-adjust their financial relations I would have to say, 'You settled this thing five years ago.'

Mr. ROBLIN.—Suppose Ontario were to come here and say, We want to be placed in the same position as Manitoba, what would you think of it—that they were crazy?

Mr. FIELDING.—I would say on the question of finance. 'Well, Sir James Whitney, you were present at the conference where you settled this question and it ought to be final.'

Mr. ROGERS.—That is not a fair construction, because the question we are dealing with now was not dealt with at all then.

Sir WILFRID LAURIER.—Whose fault was it?

Mr. ROBLIN.—We were not called upon to consider it.

Sir WILFRID LAURIER.—That was the time to bring this question up. I want to say this for the present: We pass no judgment on your claim for a change in the financial terms which you claim. If you press that demand we will have to deal with it as we have dealt with other demands. We think an arrangement of this kind cannot be settled arbitrarily, that a conference of the provinces should settle that. But if you are simply to ask for an extension of the boundaries and a reasonable allowance consequent to that we are prepared to discuss it.

Mr. ROBLIN.—Well, tell us what you will give.

Sir WILFRID LAURIER.—Are you prepared to discuss it on these terms?

Mr. ROBLIN.—I will consider anything you offer. I have told you what we want, I have told you what the legislature asked for.

Sir WILFRID LAURIER.—Very good, if you tell us—

Mr. ROBLIN.—I am not prepared to accept personally anything other than what the legislature has authorized me to ask.

Sir WILFRID LAURIER.—Certainly.

Mr. ROBLIN.—Now, if you cannot give what the legislature asks, make your proposition and tell us what you will give and we will submit it.

Conference continued in private.

PRIME MINISTER'S OFFICE,
HOUSE OF COMMONS,
FRIDAY, February 3, 1911.

Conference resumed.

Mr. ROGERS.—I wish this memorial placed on record:—

'Copy of a report of a Committee of the Executive Council, approved by His Honour the Lieutenant-Governor, on September 20th, 1906.

'The Honourable the President of the Council submits for consideration of Council the following:—

'Whereas certain resolutions (a true copy of which are hereto annexed), respecting certain financial relations of the several provinces of confederation with the Dominion were agreed to at an inter-Provincial Conference held in the City of Quebec, in the month of January, 1903;

'And whereas said resolutions were unanimously approved of by the Legislative Assembly of the Province of Manitoba by resolution passed on the twenty-sixth day of February, A.D. 1906, and the Dominion Government has been memorialized to give effect thereto;

'And whereas all and singular the matters and things referred to and set forth in said resolutions are now before the Dominion Government for adjustment, and it has been arranged that a conference with respect thereto, with the view of a satisfactory solution thereof, take place between the said Dominion Government and representatives of the said several provinces, in the City of Ottawa on the eighth day of October proximo;

'And whereas it is wise and expedient that the Government of the Province of Manitoba should be represented at the said conference to urge the giving effect to by the Dominion Government of the requests contained in said inter-Provincial Conference resolutions;

'On the recommendation of the Honourable the President of the Council, Committee advise,

'(1) That the Honourable the President of the Council of the Executive Government of the Province of Manitoba be authorized and empowered to represent the province at the said conference for the puposes aforesaid, and on behalf of the province, to agree to such solution of the said several matters in issue, having regard especially to the rights of the Province of Manitoba, as shall, in his opinion, be fair, reasonable and just, and in the best interests and welfare of the province;

'(2) That at the said conference it be distinctly understood and agreed that any allowances that may be made to the Province of Manitoba, with respect to the said several matters in issue, shall in no wise abrogate or dispose of certain other claims of the province respecting the swamp lands, the adequate compensation to the province for public lands taken and used for the purposes of the Dominion, the readjustment of the capital account of the province, the handing over to the province for administration of the school lands and the school lands fund, and the extension of the boundaries of the province, and any and all other matters or things not embraced within the several matters set forth in said inter-Provincial Conference resolutions, to all of which such other matters or things the province claims to be entitled to substantial relief from the federal authorities;

'(3) That a copy of this report be forwarded to the Secretary of State of Canada.

Certified,

C. GRABURN,

Clerk, Executive Committee.

Winnipeg, 20th September, 1906.'

Mr. ROGERS.—That is what we wish to have on record.

Sir WILFRID LAURIER.—You want to have it on record that when you came to the conference of 1906 you had sent us a copy of an order in council in which you reserved your claim, certain claims you thought you had in regard to swamp lands, compensation for public lands taken by the Dominion, the readjustment of the capital account of the province and the administration of the school lands and the school lands fund.

Mr. ROBLIN.—We put it this way, Sir Wilfrid, I wish to say this, it is quite unexpected on our part that you should raise this question as to our right to ask for financial terms. We have asked for it by virtue of having accepted the terms that were agreed to at the inter-Provincial Conference held here in Ottawa, and therefore we wish to file as an answer to that, as a complete answer, the order in council that we now hand to you and a copy of which we wish to be made in the record. It is to us a sufficiency for all purposes to say that we are justified and that it is our duty to ask it at this time, and that it was intended to be such from the beginning. It is an answer to the question of our right to ask for the financial consideration we think we are entitled to.

Sir WILFRID LAURIER.—Our answer to that, Mr. Roblin, is this, when the conference took place in 1906 it was with a view of putting an end to the agitation made by the province on this question or that question, for the adjustment of subsidies. For special reasons British Columbia put in a special claim. You did not then put in your claim—

Mr. ROGERS.—We put this claim in.

Sir WILFRID LAURIER.—You did not put it in at the conference.

Mr. ROGERS.—We did.

Sir WILFRID LAURIER.—The record does not show it.

Mr. ROGERS.—What you examined last night, if you examine it closely, is only an extract of the records of that conference. Your own sessional papers for 1906 contain that. Here is the memorandum as contained in the memorial which was transmitted to you, a notice of which was sent—

NOTE.—The following paragraph was added in the case of Manitoba:—

It is, however, to be distinctly understood that in asking for this conference on the basis set forth, it shall in no way prejudice Manitoba's claim upon the Dominion in respect to her lands.

R. P. ROBLIN,
Premier of Manitoba.

Now, that is our order in council put in the official records.

Sir WILFRID LAURIER.—You reserved your claim, but you did not choose to present it to the conference at that time. You did not do as British Columbia did. So far as that is concerned, I have nothing to say against your method of proceeding, but in our judgment that matter was settled, and if it is to be dealt with, it should be dealt with in the same manner as the claim of British Columbia and the claims of any other province. We have come to the conclusion that you are pressing two different matters. One is for the adjustment of your subsidy which applies to the Province of Manitoba as it exists this day. Your other claim is for an addition to your territory of Manitoba as it exists this day, and what we wanted to discuss with you was, what would be the allowance which we think would be consequent upon this extension of your territory. The two claims are absolutely separate. We think we can deal with the latter; we do not think we can deal with the former except in the way that all those claims should be discussed, that is to say by a conference of the provinces.

Mr. ROBLIN.—I think the facts, unfortunately for your argument, are against you. The record we hand you sets out exactly what that conference was called for, and subsidies was not to be touched. The conference at Quebec decided what we were to meet here to press and subsidies were not to be touched. The resolutions are in the hands of the stenographer, and you can read them if you choose. They stipulate that we shall deal with the allowance that we get for civil government and the eighty cents per head and nothing else, and that is the only thing we dealt with. The government of Manitoba, fearing that there would be such a quibble as is raised now, fortified itself by passing the order in council and attaching the resolution that we came to consider. When we came here we followed that up by having Mr. Pugsley write in the records of the conference that Manitoba had reserved her rights in this connection so that the question could be raised at any subsequent time. We did not overlook anything in this particular that would prejudice our rights to a claim.

Sir WILFRID LAURIER.—There is no disagreement on this point with us. We think you should have brought your claim at that time but you think not, you reserved that.

Mr. ROBLIN.—Yes.

Sir WILFRID LAURIER.—Very good.

Mr. ROBLIN.—We filed our claim with the Department.

Sir WILFRID LAURIER.—Our answer is, if this claim is to be considered, if we are to reopen the questions that were settled in 1906, or if a new claim it to be presented, it ought to be presented in the same manner.

Mr. ROBLIN.—Presented to whom?

Sir WILFRID LAURIER.—The claim should be adjudicated upon by a conference of the provinces.

Mr. ROBLIN.—But the conference of the provinces never was there for that purpose. The purposes of the conference are set out in the records of the preliminary meeting at Quebec where they particularly stipulated that the subsidies were not to be touched.

Sir WILFRID LAURIER.—The subsidies were touched. Now you have reserved a claim to yourself, I grant you that, and we do not want to ignore it. But we say this is not a case with which we can deal to-day.

Mr. ROBLIN.—If you say you cannot deal with it, there is no necessity for further argument.

Sir WILFRID LAURIER.—We say the claim you have to-day is for the extension of your boundaries and the allowance you should get for it. Now, we tell you we would be glad to have upon this point your view of what would be a legitimate allowance.

Mr. ROBLIN.—We have presented our case. We cannot agree to accept anything less than equality with either the Provinces of Quebec and Ontario on the one hand, or Alberta and Saskatchewan on the other. If you cannot give us equality, tell us what you can do and we will consider it.

Sir WILFRID LAURIER.—You connect two things which in our opinion are not connected. Your claim for a readjustment of your subsidies within the present limits of Manitoba is one thing; your claim for an extension of territory is another claim altogether. The legitimate allowance which we should give to the new territory is consequent upon that and ought to be considered also. We would be glad to have your view as to what you think would be a fair allowance in consequence of this addition to your territory.

Mr. ROBLIN.—Well, we have told you what we can accept. We are only repeating ourselves.

Sir WILFRID LAURIER.—In other words, you will not tell us what you think would be a fair claim.

Mr. ROBLIN.—We have told you.

Sir WILFRID LAURIER.—You mix up two things which we say are not to be mixed.

Mr. ROBLIN.—We are representing the Legislature of Manitoba, and they have instructed us what to ask for. We have presented their request. If you are not in a position to grant it, we will carry back any offer you choose to make as a counter one.

Sir WILFRID LAURIER.—To that we answer we are the representatives of the Parliament of Canada which has instructed us to give in consequence of the extension of your territory——

Mr. ROBLIN.—No resolution has been submitted to the Parliament of Canada as to what we should have.

Sir WILFRID LAURIER.—Our Parliament has instructed us to negotiate with you as to what would be a fair compensation in the view that you shall not get the lands in the added territory. What would be fair compensation? We are instructed to negotiate on this basis. Therefore we get to this, and if you tell us—we cannot make any suggestion as to what would be a fair allowance—very well, we will know where we are.

Mr. ROBLIN.—We ask for equality with Alberta and Saskatchewan, and I cannot move from that position without an assurance that anything I might get would be acceptable to the people I represent in the province.

Sir WILFRID LAURIER.—You have your instructions; we have our instructions.

Mr. ROBLIN.—I would like to see your instructions.

Sir WILFRID LAURIER.—I showed you them yesterday and I will show you them again if you like.

Mr. ROBLIN.—You are instructed to negotiate. We have told you definitely our proposition; you do not tell us anything.

Sir WILFRID LAURIER.—Because we are on different bases.

Mr. ROBLIN.—You can call it anything you like. If you choose to put another word, if you choose to have our case called something else, a rose smells just as sweet to us under some other name, and if you choose to say you do not want to call it subsidies, why you are at liberty to offer it to us in some other way. But what we want is something equal to what is given to the other provinces.

Sir WILFRID LAURIER.—The two things I repeat are separate. We are prepared to deal with one, and to deal with the other in the proper shape. At the present time the claim we are considering is the claim for compensation or an allowance for the added territory. Upon the added territory we are agreed. We have fixed the limits—that is understood.

Mr. ROBLIN.—You did that without our authority. You made the limits and asked us to confirm them. It was not what we wanted. But why cannot you say the same about the financial conditions?

Sir WILFRID LAURIER.—Pardon me, I asked you to give us your limits, and you gave us your limits. You wanted to extend them to Lake Superior. Ontario contended against that, and as neither of the parties could agree, we had to exercise our best government.

Mr. ROBLIN.—We did not look upon the others as a party to the negotiations at all.

Sir WILFRID LAURIER.—But they regarded themselves as a party to the negotiations. Then you tell us, 'We will not give you what our views are as to a fair allowance for this territory.'

Mr. ROBLIN.—My dear Sir Wilfrid, I have told you a thousand times, and multiply it a thousand times more if you choose, what we want. I would like to be understood. I ask for terms such as Alberta and Saskatchewan got, and you say—let there be no misunderstanding—you say you will not consider the claims Manitoba makes from that standpoint. Am I correct in that?

Sir WILFRID LAURIER.—I told you the two things cannot be considered together. They are not the same. They are absolutely dissimilar. In the first place you come here for an extension of your boundaries, and to know if we can agree upon a reasonable allowance consequent upon the extension of these boundaries.

Mr. ROBLIN.—I will put it another way. Are you prepared to offer us anything?

Sir WILFRID LAURIER.—Let me answer that question by another. Are you prepared to suggest anything as to the extension of territory?

Mr. ROBLIN.—I have made a definite statement, and I would consider it courteous if you would make a definite statement.

Sir WILFRID LAURIER.—On matters of courtesy we have our own views.

Mr. ROBLIN.—As representing the Province of Manitoba I ask, are you prepared to offer us anything?

Sir WILFRID LAURIER.—We are prepared to consider at the present time what you are prepared to consider a fair allowance as to the extension of territory. It is there in our resolution which I have already read, but in order to make it clear I will read it again.

> 'And be it further resolved:—
>
> 'That whereas notwithstanding the extension of territory above described, the ungranted lands of the Crown in the territory so to be added to the said province will still continue to be administered by the Government of Canada for the purposes of the Dominion; and the said province will not have the public land as a source of revenue.
>
> 'It is just and equitable to recognize the increased cost of civil government which such extension of territory will occasion to the province, and in view of

the premises to make to the said province an increased allowance by money payment, the amount of which should be the subject of negotiation between the government of Canada and the government of Manitoba.'

Mr. ROBLIN.—Exactly, we have told you what we want.

Mr. FIELDING.—You emphasize very strongly again and again that you want equality with certain other provinces named. Our position is that whether any given province has or has not equality of financial terms with any other province is not a question for us to consider to-day.

Mr. ROBLIN.—All right.

Mr. FIELDING.—Let me finish. Any one province might claim, might sincerely claim, that in its judgment it has not equality with, we will not say Alberta, but with any of them. Now, the point is that whether any province has equality of terms with any other given province is not within the scope of our present negotiation. All we ought to be asked to do is to name a sum—I grant you we should name a sum, I agree with you there—to name what sum we should allow you on the basis of the resolution Sir Wilfrid has just read, having regard to the fact that you are not to have the lands in the added territory. That is our view. I do not need to insist upon it. Sir Wilfrid was hoping you would name something on that basis, but you say you cannot.

Mr. ROBLIN.—We have.

Mr. FIELDING.—Never to us. From your point of view you have. We think you have named it on a different basis. We need not differ on that. We cannot tell you in time to enable you gentlemen to leave to-day what sum we would agree upon; I agree you are entitled to know and to know quickly, what sum we think adequate under the terms of the resolution of parliament. We have had no consideration of details. I think you are entitled to know you cannot get it to-day, but at an early date you should know what sum we think you are entitled to.

Mr. ROBLIN.—That is all we expect, a definite statement of some kind from you. We think we ought to have—if you cannot give us what we think we are entitled to, what you think we are entitled to—and then if there is a possibility of finding a common ground, we can negotiate on it. But when we have positive instructions as to what we shall take from the legislature you will see it is impossible for us to change these terms until we can submit a counter proposition and see how far we can reconcile them. That is our position.

Sir WILFRID LAURIER.—I do not dispute that you have a right to ask anything. We approach the thing from different points of view, that is all. We were hoping you would give us an idea—put aside the other thing which you have reserved your claim to make, and which therefore you will make; put aside the other claim altogether—we did hope that in regard to this new territory which will be added to Manitoba, and which we think it is fair you should have an allowance as you have not the lands, you would give us your own view as to the value of the lands there. I understand there is no prairie land in that new territory.

Mr. ROBLIN.—What is your information?

Mr. FIELDING.—What is your information, your impression of the character of the land?

Mr. ROBLIN.—We never had a man over it.

Sir WILFRID LAURIER.—From general information have you formed your own views?

Mr. ROBLIN.—We understand there is some good land. Mr. Beach, who spent some years at Churchill, and knows a great deal about the country, has told me there is some very valuable timber up there, and there is some land we think good, and a good deal he says he does not think is of much account. But he looks upon it as a very important part of Canada.

Sir WILFRID LAURIER.—My information is that there are good grazing lands, not a large quantity, a small quantity.

Mr. ROBLIN.—Patches.

Sir WILFRID LAURIER.—Not much, but there is a belt of fairly good timber. The rest is not of much account, and unless minerals are discovered is of very little account.

Mr. ROBLIN.—Well, we have never felt justified in going to the expense of sending any experts over it. We did not have any reason for it, because we did not have any information that we would be given the lands, or asked to consider it from that standpoint, that is the standpoint of their actual value.

Sir WILFRID LAURIER.—Since we cannot have the benefit of your views, we will have to do the best we can without it.

Mr. ROBLIN.—If you will listen to us we will settle it in five minutes, and I think you can take it for granted you will not find any opposition from the men who sit on the opposition side of the House.

Sir WILFRID LAURIER.—If there is to be no opposition on the other side, it must be a very bad arrangement.

Mr. ROBLIN.—I think they will justify or endorse anything you do along that line, so long as it conforms to our request. We are only asking what is fair. Of course there are some details; we admit there is a good deal of detail. If you agree to the principle it has got to be figured out. That is a matter of calculation in Mr. Fielding's Department.

Mr. FIELDING.—We agree to the principle that any revival of the financial relations of the various provinces as to equality one with another does not come within the scope of our present discussion, but that we have a right to give you terms, and generous terms we would hope you believe, in consideration of these lands being now given to you by way of extended territory and the lands reserved for the Dominion Government. The point is, what is a fair allowance for that quantity of added land, having regard to the questions which usually enter into such a matter.

Mr. ROGERS.—When that conference was held, they had before them our position, and they did not regard it as necessary to deal with it, because they were not questions affecting the different provinces.

Mr. ROBLIN.—That was understood. I think Mr. Pugsley will tell you that.

Sir WILFRID LAURIER.—That may be the point of view of the provinces perhaps, but we have something to say also. Our object was once and for all to settle all claims. You see we had been troubled in the past by questions being raised and we must have finality some time or another.

Mr. FIELDING.—I do not think we would have entered into that conference if it had not been for the belief that by getting the provinces together in the conference we were going to have a general understanding on the financial questions between us. It would not have been worth our while to invite the provinces except on that basis.

Mr. ROGERS.—But we passed an order in council and transmitted it to the Governor in Council here.

Mr. ROBLIN.—I remember sitting beside Mr. Pugsley. He signed that which Mr. Rogers read.

Sir WILFRID LAURIER.—The only thing to be deduced from that is that you have reserved your rights; they are not closed.

Mr. FIELDING.—They are closed so far as we can go.

Mr. ROBLIN.—You don't want to consider——

Sir WILFRID LAURIER.—Our position is that the two things have no connection one with the other. They are two different matters. If you had no extension of your boundaries, you would still have that claim to prosecute, would't you?

Mr. ROBLIN.—Well, we claim equality.

Sir WILFRID LAURIER.—Certainly, but you would be pressing your claim if there was no question of boundaries. It has no connection with the question of boundaries. We are dealing with the question of boundaries to-day.

Mr. ROBLIN.—We have reserved our case for years pending just such a meeting as this. We waited for the final settlement of the matter. There will be finality as regards the boundaries. If these have been crystallized into a statute, that is finality so far as the boundaries are concerned; that is final. But so far as the financial relations of the various provinces of the Dominion are concerned, there will never be finality as long as time exists, because the provinces change from year to year. Why, Mr. Sifton, the first Minister of Alberta, has already given you notice that he is not satisfied and is going to agitate for the reopening of the whole thing.

Sir WILFRID LAURIER.—That is the very reason now that we put this bar against your claim to-day. If these claims were to be considered there would be no end, there would be no finality. Conditions change but where there is no change there should be finality.

Mr. ROBLIN.—But they have changed.

Sir WILFRID LAURIER.—You say you have been pressing several claims, claims for swamp lands and matters of that kind. Very good, we thought these were settled. You say you purposely reserved them. Very good, we have to abide by that. At the same time we insist that the two things are to be kept separate.

Mr. ROBLIN.—What is your offer?

Mr. ROGERS.—The only condition apparently which has never changed is that Manitoba has not been able to get what she wanted.

Mr. FIELDING.—Very few people in this world get what they want.

Sir WILFRID LAURIER.—I think we have treated you very fairly.

Mr. ROBLIN.—Well, it is not because we have not pressed or presented our claim. We have waited with great patience for this interview that we are having to-day for years and years in order that the matter might be settled. Unfortunately you are not in a position to consider it although you knew it had to come, because that is our memorial, that is all the State papers cover.

Sir WILFRRID LAURIER.—You present one case and the other side cannot view it in the same way. We are discussing only one question. I do not know that we can add anything to that. We will send you our answer.

Mr. FIELDING.—We will see that a commission reaches you at an early date. It would not be fair to give you an answer to-day. If you cannot make any proposal, and we regret that you cannot, we will see what we can do. I think that is a reasonable proposal. We shall give you a memorandum of what we will do, and we will do it quickly.

Conference continued in private.

(P.C. 2847.)

EXECUTIVE COUNCIL, SASKATCHEWAN,
REGINA, November 8, 1911.

DEAR MR. BORDEN.—On the question of extension of provincial boundaries the Saskatchewan government observes that the Minister of the Interior said at Winnipeg on October 31, that before many days passed Manitoba's representatives would be invited to Ottawa and he was satisfied that then and there a basis of settlement would be arrived at.

In view of the probable early consideration of this question by your Government it becomes my duty to draw to your attention the fact that the Province of Saskache-

wan is interested in its settlement. Our interest was recognized by the late administration of Sir Wilfrid Laurier by its invitation to the Saskatchewan Government to attend and present the province's claims at a conference held at Ottawa, November 12, 1906. We there submitted a memorandum setting forth the grounds upon which Saskatchewan claims the right to an extension of boundaries to Hudson Bay. Inasmuch as a recital of the main facts in support of our claim is contained in the said memorandum which doubtless will be found on your files and of which I attach a copy herewith, it will be unnecessary now for this Government to do more than remind you that Saskatchewan has entered a claim and to draw your attention to the fact that the Government and people of Saskatchewan believe that the conditions set out in the memorandum furnish an exceedingly strong claim on the part of this province for the inclusion within its boundaries of territory and inhabitants that until 1905 were associated with and under the jurisdiction of the Northwest Territories Government at Regina, and for a new boundary to give the grain producers of the premier grain producing province of the Dominion their own direct access to the seaboard on Hudson bay. You will observe on page 6 of the printed memorandum the declaration of this Government's opinion that our claim to 'that portion of the territory which was formerly part and parcel of the provisional district of Saskatchewan and Athabasca is absolute and paramount and no other province has or can have any claim thereto.'

Being apprized that it is the intention of your Government to deal with the question forthwith and in view of the fact that you have only assumed office and may not be fully acquainted with the history of the negotiations in respect of the matter I deem it due to you as well as to this province whose people have a strong interest in it to call your attention to Saskatchewan's claims.

Believe me,
Very sincerely yours,

(Sgd.) WALTER SCOTT.

MEMORANDUM WITH REFERENCE TO THE CLAIM OF THE PROVINCE OF SASKATCHEWAN FOR AN EXTENSION OF BOUNDARIES TO HUDSON'S BAY.

CERTIFIED *copy of a minute of the Executive Council of the Province of Saskatchewan, dated at Regina on Monday, November 5, 1906, and approved by His Honour the Lieutenant-Governor.*

The Executive Council advises that the Hon. the President of Council, and the Hon. the Attorney General, be authorized, delegated and empowered, on behalf of the Executive Government of Saskatchewan, to present to the Hon. the Privy Council for Canada the claim of this province to have the north-eastern boundaries of the province extended to Hudson's Bay by the readdition of those parties of the old Provisional Districts of Saskatchewan and Athabaska which were temporarily withheld from the province of Saskatchewan upon its establishment, together with that part of the Northwest Territories lying between the Nelson River and the sixtieth parallel of north latitude.

(Signed) JOHN A. REID,
Clerk of the Executive Council.

CLAIM OF THE PROVINCE OF SASKATCHEWAN TO HAVE CERTAIN PORTIONS OF THE NORTHWEST TERRITORIES INCLUDED WITHIN THE BOUNDARIES OF THE PROVINCE.

The claim of the province of Saskatchewan to that portion of the Northwest Territories lying immediately to the east of the northern part of the province is not based upon mere sentiment, nor is it founded simply upon a desire for territorial extension.

To understand the exact situation, a brief review of the history of the Western Territories of Canada and the establishment of the provinces therein, including the territory now under consideration, may not be inadvisable.

The British North America Act 1867 (section 146) made provision for the admission of Rupert's land and the Northwestern Territory into the Union, by Her Majesty, upon an address from the Houses of Parliament in Canada, and subsequently on June 23, 1870, an Order was made by the Queen in Council, admitting Rupert's Land and the Northwestern Territory into the Union. The boundaries of Rupert's Land were never accurately determined, but it was generally understood to comprise the territory watered by streams flowing into Hudson's Bay and Straits, but Rupert's Land and the Northwestern Territory taken together have been defined to be that portion of British America lying north and west of the provinces of Ontario and Quebec, excepting British Columbia.

Prior to the passing of the order in council admitting Rupert's Land and the Northwestern Territory into the Union, the Parliament of Canada, in anticipation of their admission, passed an Act in 1869 (32 and 33 Vic., Cap. 3) which declared that these territories when admitted should be styled and known as 'The Northwest Territories,' and in which provision was made for the temporary government thereof, the Governor in Council being authorized to appoint a Lieutenant-Governor, and empower him to make laws for the peace, order and good government of Her Majesty's subjects therein. In the following year (1870), and a few weeks before the date of the Imperial Order in Council admitting Rupert's Land and the Northwestern Territory into the Union, the Parliament of Canada passed an Act (33 Vic., Cap. 3) by section 1 of which a portion of the said territory was formed into the Province of Manitoba. The boundaries of the province were as follows:

> Commencing at the point where the meridian of ninety-six degrees west longitude from Greenwich intersects the parallel of forty-nine degrees north latitude,—thence due west along the said parallel of forty-nine degrees north latitude (which forms a portion of the boundary line between the United States of America and the said Northwestern Territory) to the meridian of ninety-nine degrees of west longitude,—thence due north along the said meridian of ninety-nine degrees west longitude, to the intersection of the same with the parallel of fifty degrees and thirty minutes north latitude, thence due east along the said parallel of fifty degrees and thirty minutes north latitude to its intersection with the before-mentioned meridian of ninety-six degrees west longitude,—thence due south along the said meridian of ninety-six degrees west longitude to the place of beginning.

By the said Act (Sec. 35) it was enacted that the Lieutenant-Governor of Manitoba should be also, but *in an independent capacity*, the Lieutenant-Governor of that portion of Rupert's Land and the Northwestern Territory not included in the Province of Manitoba, but in the following year (Chap. 16 of 34 Vic.) Parliament gave to the Governor General in Council authority to appoint a lieutenant-governor for the Territories and enacted that 'it shall be lawful for the governor, with the advice of the Privy Council, to authorize and empower such officer as he may from time to time appoint as the lieutenant-governor of the Northwest Territories, to make provision

for the administration of justice therein and make laws and ordinances for the peace, order and good government of Her Majesty's subjects and others' in the said Territories.

Under the provisions of this last Act the Lieutenant-Governor of the Northwest Territories, upon advice of his Council, made provision for the administration of justice in various parts of the Territories so far back as March, 1873, by the appointment of justices of the peace at (in addition to other points) Moose Factory, Rupert's House, Albany, York Factory, Norway House, East Main, Nelson River, Fort Alexander and James bay. Some of these places were situated in that part of the Territories which has since become the district of Keewatin but which is now a part of the Northwest Territories.

After the erection of a portion of the Northwest Territories into the Province of Manitoba boundaries both of Manitoba and Northwest Territories remained unchanged until the year 1876. In the meantime, however, the Province of Ontario laid claim to a portion of the territory lying east of what is now the Province of Manitoba. This claim was disputed both by the Dominion Government and the Province of Manitoba, and, pending a settlement of the dispute and the the fixing definitely of the western boundary of the Province of Ontario, the Parliament of Canada deemed it expedient to detach from the Northwest Territories that portion of the territory lying between Ontario and Manitoba including the territory which was in dispute and extending along the west side of Hudson bay to the northerly limit of Canada and to form the same into a separate district known as the district of Keewatin. That part of the Northwest Territories formed into the district of Keewatin by 39 Vic. Cap 21 is described as follows:

> All that portion of the Northwest Territories bounded as follows, that is to say:—Beginning at the western boundary of the Province of Ontario on the international boundary line dividing Canada from the United States of America; thence westerly following upon the said international boundary line to the easterly boundary of the Province of Manitoba; thence due north along the said easterly boundary of Manitoba to the northeast angle of the said province; thence due west on the north boundary of the said province to the intersection by the said boundary of the westerly shore of Lake Manitoba; thence northerly following the westerly shore of the said lake to the easterly terminus thereon of the portage connecting the southerly end of Lake Winnipegosis with the said Lake Manitoba known as 'the Meadow portage'; thence westerly following upon the trail of the said portage to the westerly terminus of the same, being on the easterly shore of the said lake Winnipegosis; thence northerly following the line of the said easterly shore of the said lake into 'Cedar lake' known as the 'Cedar' or 'Mossy portage'; thence northerly following the trail of the said portage to the north end of the same on the shore of Cedar lake; thence due north to the northerly limits of Canada; thence easterly following upon the said northerly limits of Canada to the northern extremity of Hudson bay; thence southerly following upon the westerly shore of the said Hudson bay to the point where it would be intersected by a line drawn due north from the place of beginning, and thence due south on the said line last mentioned to the said place of beginning—shall be and is set apart as a separate district of the said Northwest Territories by the name of the district of Keewatin:
>
> *Provided* always that the Governor in Council may, by proclamation published in the *Canada Gazette*, at any time when it may appear to the public advantage to do so, detach any portion of the said district from the same, and re-annex it to that part of the Northwest Territories not included in the said district; and the portion so detached shall then be subject to the same government and laws as that part of the said Territories to which it is re-annexed.

Attention is called to the above proviso, because some years later (vide Proclamation of May 7, 1886, as printed on page XLI Dominion Statutes of 1886) the Governor General in Council deemed it to be *to the public advantage* to detach from the district of Keewatin that part of the above described territory lying between the westerly boundary line as above described from Cedar lake north to the eighteenth correction line and the Nelson river, and to re-annex it to the Northwest Territories from which date until the establishment of the Province of Saskatchewan the territory formed part of the provisional district of Saskatchewan, and was under the government and administration of the Northwest Territories.

In the year 1881 (by 54 Vic. Cap. 14) the boundaries of Manitoba were altered and extended and the area of the province greatly increased.

The boundaries were then defined to be as follows:—

> Commencing at the intersection of the international boundary dividing Canada from the United States of America by the centre of the road allowance between the twenty-ninth and thirtieth ranges of townships lying west of the first principal meridian in the system of Dominion land surveys; thence northerly, following upon the said centre of the said road allowance as the same is or may hereafter be located, defining the said range line on the ground across townships one to forty-four, both inclusive, to the intersection of the said centre of the said road allowance by the centre of the road allowance on the twelfth base line in the said system of Dominion land surveys; thence easterly along the said centre of the road allowance on the twelfth base line, following the same to its intersection by the easterly limit of the district of Keewatin, as defined by the Act thirty-ninth Victoria, Chapter 21, that is to say to a point where the said centre of the road allowance on the twelfth base line would be intersected by a line drawn due north from where the westerly boundary of the Province of Ontario intersects the aforesaid international boundary line dividing Canada from the United States of America; thence due south following upon the said line to the international boundary aforesaid; thence westerly, following upon the said international boundary line dividing Canada from the United States of America, to the place of beginning, and all the land embraced by the said description not now within the Province of Manitoba shall, from and after the passing of this Act, be added thereto, and the whole shall, from and after the said date, form and be of the Province of Manitoba.

These boundaries were supposed to extend the limits of Manitoba very much farther east than the present eastern boundary, and were intended to include within that province the western portion of what is now the Province of Ontario, that is, the territory which was in dispute. The disputed territory, however, lying south of the Albany river, Lake St. Joseph and Lac Seul, was awarded to the Province of Ontario and the boundaries of that province were fixed and determined, by Chapter 28 of 52 and 53 Vic. (Imperial). This restricted the area of Manitoba to some 73,000 square miles. Since the fixing of the western boundaries of Ontario the boundaries of Manitoba have not been altered.

Before the establishment of the Province of Saskatchewan more than once an incipient agitation commenced within the Province of Manitoba intended to lead to an extension of the boundaries westward, but the feeling of those residents of the Northwest Territories most affected being so determinedly opposed to the proposition the movement always subsided. The feeling of the people of the Territories with respect to this question was on more than one occasion emphatically set forth in resolutions of the Territorial Legislative Assembly.

KEEWATIN.

The decision which gave to the Province of Ontario the territory south of the Albany River and as far west as the Lake of the Woods, limited the district of Keewatin to the territory lying directly north of the Province of Manitoba, and fixed its eastern boundary at a line running north from the western boundary of the Province of Ontario. The boundaries of Keewatin have subsequently been altered. Under the authority given by the Keewatin Act to the Governor in Council to detach any portion of the territory from Keewatin and re-annex it to the Northwest Territories, whenever it was for the *public advantage to do so*, the Governor in Council by proclamation, on May 7, 1886, detached that portion of Keewatin lying between Manitoba and the eighteenth correction line and west of the Nelson River, and re-annexed that area to the Northwest Territories, and included it in the Provisional District of Saskatchewan.

By Order in Council of October 2, 1895, it was decided that legislation should be introduced into the then next following session of Parliament having for its object an addition to the district of Keewatin by the extension of the eastern boundary of Keewatin to take in all the territory lying between the northern boundary of Ontario and Hudson's Bay. The action contemplated was, however, never taken (vide order in council of December 18, 1897) but by proclamation of July 24, 1905, the whole of the district of Keewatin was re-annexed to the Northwest Territories from September 1, 1905. (vide *Canada Gazette* of August 19, 1905.)

THE NORTHWEST TERRITORIES.

By an order in council bearing date May 8, 1882, the districts of Assiniboia, Alberta, Saskatchewan and Athabaska were established as provisional districts out of portions of the Northwest Territories, and were severally declared to be bounded as follows:—

Assiniboia: The district of Assiniboia, about 95,000 square miles in extent, to be bounded on the south by the International boundary line, the 49th parallel; on the east by the western boundary of Manitoba; and on the north by the ninth correction line of the Dominion lands system of survey into townships, which is near to the fifty-second parallel of latitude; on the west by the line dividing the tenth and eleventh ranges of townships numbered from the fourth initial meridian.

Saskatchewan:—The district of Saskatchewan, about 114,000 square miles in extent, to be bounded on the south by the districts of Assiniboia and Manitoba; on the east by Lake Winnipeg and the Nelson river flowing therefrom into Hudson's Bay; on the north by the eighteenth correction line of the Dominion Lands Survey system; and on the west by the line of that system dividing the tenth and eleventh ranges of townships numbered from the fourth initial meridian.

Alberta:—The district of Alberta, about 100,000 square miles in extent, to be bounded on the south by the international boundary; on the east by the districts of Assiniboia and Saskatchewan; on the west by the Province of British Columbia; and on the north by the eighteenth correction line before mentioned, which is near the fifty-fifth parallel of latitude.

Athabaska:—The district of Athabaska, about 122,000 square miles in extent to be bounded on the south by the district of Alberta; on the east by the line between the tenth and eleventh ranges of Dominion Lands townships before mentioned, until in proceeding northward that line intersects the Athabasca river; then by that river and the Athabaska Lake and Slave River, to the intersection of the last with the northern boundary of the district, which is to be the thirty-

second correction line of the Dominion lands townships system and is very nearly on the sixtieth parallel of north latitude; westward by the Province of British Columbia.

By order in council dated October 2, 1895, the provisional districts of Athabaska was declared to be bounded as follows:

The district of Athabaska, containing 251,300 square miles, bounded on the south by the districts of Alberta and Saskatchewan; on the east by the district of Keewatin; on the north by the thirty-second correction line of the Dominion lands system of survey; and on the west by the Province of British Columbia.

In 1898 the provisional district of the Yukon was detached from the Northwest Territories and formed into a separate district under the name of the Yukon Territory and since that time has had a government of its own.

In 1905 the organized portion of the Northwest Territories, that is to say, the provisional districts of Assiniboia, Saskatchewan, Alberta and Athabaska (with the exception of a small portion of the eastern end of the districts of Saskatchewan and Athabasca) were formed into the provinces of Alberta and Saskatchewan, the boundaries of which are as follows:—

Alberta:—The territory comprised with the following boundaries, that is to say:—Commencing at the intersection of the international boundary dividing Canada from the United States of America by the fourth meridian in the system of Dominion lands surveys; thence westerly along the said international boundary to the eastern boundary of the Province of British Columbia; thence northerly along the said eastern boundary of the Province of British Columbia to the north-east corner of the said province; thence easterly along the parallel of the sixtieth degree of north latitude to the fourth meridian in the system of Dominion lands surveys as the same may be hereafter defined in accordance with the said system; thence southerly along the said fourth meridian to the point of commencement,—is hereby established as a province of the Dominion of Canada, to be called and known as the province of Alberta.

Saskatchewan:—The territory comprised within the following boundaries, that is to say:—Commencing at the intersection of the international boundary dividing Canada from the United States of America by the west boundary of the Province of Manitoba, thence northerly along the said west boundary of the Province of Manitoba to the northwest corner of the said Province of Manitoba; thence continuing northerly along the centre of the road allowance between the twenty-ninth and thirtieth ranges west of the principal meridian in the system of the Dominion lands surveys, as the said road allowance may hereafter be defined in accordance with the said system, to the second meridian in the said system of Dominion land surveys, as the same may hereafter be defined in accordance with the said system; thence northerly along the said second meridian to the sixtieth degree of north latitude thence westerly along the parallel of the sixtieth degree of north latitude to the fourth meridian in the said system of Dominion lands surveys, as the same may be hereafter defined in accordance with the said system; thence southerly along the said fourth meridian to the said international boundary dividing Canada from the United States of America; thence easterly along the said international boundary to the point of commencement,—is hereby established as a province of the Dominion of Canada to be called and known as the province of Saskatchewan.

The establishment of the Province of Saskatchewan with the above described boundaries left out that portion of the provisional districts of Saskatchewan and

Athabaska of the Northwest Territories lying north of the Manitoba boundary, and these were the only portions of the organized districts not included in the new provinces.

The territory, the division of which among the provinces is under consideration, comprises that portion of the Northwest Territories which formerly formed part of the provisional districts of Saskatchewan and Athabaska lying north of Manitoba, the territory which was formerly the district of Keewatin, and also the territory lying between the Province of Ontario and Hudson's bay. In this territory three provinces only are interested, Ontario, Manitoba and Saskatchewan, as these are the only provinces whose boundaries touch the territory under consideration, and the question is, *How should the territory be distributed among the provinces?*

In deciding this question it is submitted that it is necessary to ascertain if any of the provinces have special or paramount claims to any portion of the territory.

The claim of Saskatchewan to that portion of the territory which was formerly part and parcel of the provisional districts of Saskatchewan and Athabasca is, it is maintained, absolute and paramount and no other province has or can have any claim thereto. This portion may be described as follows:—

> Bounded on the south by the Province of Manitoba; on the west by the Province of Saskatchewan; on the north by the thirty-second correction line of the Dominion Lands townships system of survey which is very nearly the sixtieth parallel of north latitude; on the east by a line commencing at the point where the 100th meridian of west longitude intersects the thirty-second correction line aforesaid, thence following the said 100th meridian south to the eighteenth correction line in the said system of survey, thence in an easterly direction along the said eighteenth correction line to the point where the said correction line intersects the Nelson river, thence southerly along the Nelson river to Lake Winnipeg, thence along the northern and western shores of Lake Winnipeg in a southerly direction to the point where it intersects the northern boundary of the Province of Manitoba.

The claim of the Province of Saskatchewan to the territory is paramount because

1. This territory formed part of the organized districts of Saskatchewan and Athabasca and was under the control and government of the Northwest Territories from its organization until the formation of the Province of Saskatchewan when it was not included within the area of that province.

2. This territory was governed and administered by the Government of the Northwest Territories. It was represented in the Legislative Assembly of the Northwest Territories, being formerly in the electoral district of Cumberland, then in the electoral district of Prince Albert East and after 1902 in the electoral district of Kinistino. At every election for the Legislative Assembly polling divisions were established in this territory. The laws in force were the laws of the Northwest Territories, and these were enforced and administered by the police and judges of the Northwest Territories. The legislature of the Northwest Territories made the laws for this territory and no other legislature except the Parliament of Canada had any authority therein. This territory was as much a part and parcel of the organized Northwest Territories as was the City of Regina or the Municipality of Indian Head and had an equal right to be included within the province.

3. The inhabitants of this territory do not want to be included within the Province of Manitoba, but they do want to be included within the Province of Saskatchewan.

This has been made absolutely clear by the people themselves on every occasion on which they had an opportunity of giving expression to their wishes. The first opportunity afforded them for giving expression to their views was in 1901 in the

Legislative Assembly of the Northwest Territories when a resolution was submitted in the following terms:

> That in the opinion of this House no terms should be accepted for the erection of the Territories into a province or provinces entailing the annexation of any portion thereof of the Province of Manitoba.

The people of this territory, then part of the electoral district of Prince Albert East, through their duly accredited representative on the floor of the Assembly (Mr. S. McLeod), protested strongly against any extension of the northern boundary of Manitoba which would include them within that province.

And again in the year 1902 a resolution was introduced into the Assembly of the Northwest Territories, reiterating the position taken the year previous, and on this occasion also the people of this territory, through their representative in the Assembly, declared that they did want to continue to be a part of the Northwest Territories and to obtain provincial status along with the other portions of the said territory. (See Journals of the Assembly 1902.)

But further, the people of this territory are represented in the Parliament of Canada by Dr. E. L. Cash, M.P., one of the representatives of the Province of Saskatchewan, the territory being part of the electoral district of Mackenzie for federal purposes, and in 1905, when the Saskatchewan Act was before Parliament, the people of this territory through Dr. Cash, their representative, protested against being left outside of the Province of Saskatchewan, then being established. So that on every occasion on which an opportunity presented itself the residents of this territory, through their duly accredited representative, declared their desire to be united with the territory now forming the Province of Saskatchewan and most emphatically negatived the suggestion that they be included within the Province of Manitoba.

THE PEOPLE THEMSELVES PETITION.

But that is not all. The residents of this territory did not rest content with simply giving expression to their views through their accredited representatives. In 1905 when the Saskatchewan Act was before Parliament, and it was known that the territory was not included within the proposed Province of Saskatchewan, the people themselves gave most direct and explicit expression to their views in a petition which they prepared and forwarded to their representative at Ottawa, Dr. Cash, asking that they be included within the Province of Saskatchewan (vide Hansard 1905, cols. 4833, 4834 and 4835. The petition is in the following words:—

> 'To the Rt. Hon. Sir WILFRID LAURIER, K.C.M.G.,
>
> 'SIR,—We, the undersigned, electors of Mackenzie district, Northwest Territories, and residing at or near The Pas, Sask., having learned but recently that an effort is being made by the Government of Manitoba to have that portion of the Territories, lying north of Manitoba, joined to and included in the Province of Manitoba, *and such annexation being repugnant to us*, and as we believe, detrimental to the best interests of this portion of the country, we therefore humbly petition *that our political affiliation may be with the Territories and not with Manitoba*, and in case of provincial autonomy being granted the Territories our de-tiny

may be in and with that portion of the Territories of which we form an integral part and for such, as in duty bound, your petitioners will ever pray.'

G. Malcron, The Pas, Sask.
M. B. Edwards, "
John H. Gordon, "
R. F. McDougall, "
Joseph Courtney, "
Louison Marcellais, The Pas, Sask.
Edward Haight, Cedar Lake
Dougall McKenzie, Grand Rapids
Isaiah Buck, The Pas, Sask.
Charles Head, The Pas, Sask.
Joseph McCauley, Red Earth.
Peter Bloomfield, The Pas, Sask.,

and twenty-five others.

Forty-eight electors of this district petitioned against being included within the boundaries of Manitoba and prayed to be continued in political affiliation with the Province of Saskatchewan.

Could any stronger evidence be submitted? These people on every possible occasion through their representatives protested against being included in Manitoba, but wished to remain with what is now the Province of Saskatchewan, and immediately it was known that they were not included within the Province of Saskatchewan, when the Bill establishing that province was introduced into Parliament, they by petition directly requested to be taken into that province. If the wishes of the people of this territory are to be considered, the territory must be joined to the Province of Saskatchewan. It is confidently submitted that the claim of Saskatchewan to this portion of territory is paramount and beyond dispute. No other province has the slightest claim to it, and to no other province should it be given.

Then again the province of Manitoba was just as anxious, more anxious even, to have the boundary of the province extended wesward to take in a portion of the districts of Assiniboia and Saskatchewan than it was to have it extended northward to Hudson's Bay. In all their memorials to the Government of Canada dealing with the subject of the extension of the boundaries, Manitoba asked, yes, demanded, that the boundaries be extended westward to include the eastern portion of the districts of Assiniboia and Saskatchewan.

This demand was refused on the ground set out by the Committee of the Privy Council in a report under date of March 21, 1905, in answer to a memorial from the Government of Manitoba praying for an extension westward and northward. The reason given by the committee was as follows:—

'The committee further submit that all information in their hands or available indicates that the people occupying the strip of territory in question may be said to be unanimously and determinedly opposed to being united with the Province of Manitoba.

'The committee do not propose to discuss the reasons for the existence of such sentiment nor whether there are just grounds for its existence or not.

'The committee submit that in corroboration of the view expressed above, a resolution of the Legislative Assembly of the Northwest Territories, passed on the 20th of May, 1901, may be cited.'

If the opposition of the people of the eastern portions of the districts of Assiniboia and Saskatchewan when that opposition was voiced only by their representatives, was a good and sufficient reason for not including these portions within the Province

of Manitoba, the opposition of the people of that part of the old district of Saskatchewan and Athabasca lying north of Manitoba voiced as it is not only by their duly accredited representatives, but directly by their own petition is, it is submitted, more than sufficient reason for excluding the territory from the Province of Manitoba and for including it in the Province of Saskatchewan. In fact to do otherwise, to force the people into a union with the Province of Manitoba after their own declaration that such a course is 'repugnant' to them, would be an Act on the part of the government requiring strong grounds for its justification. Besides, it is maintained that the people occupying this territory have the express promise of the Right Honourable Sir Wilfrid Laurier that they would not be forced into a union with Manitoba against their wishes. In introducing the Bills to establish the Provinces of Alberta and Saskatchewan Sir Wilfrid used the following language in referring to the demand of Manitoba to have included within her boundaries certain portions of the Northwest Territories:

> 'But is there a member of this House who would advise us that we should carve out of the territories which for thirty-five years have been under the jurisdiction of their own legislature, which are to-day represented by ten members in this House, any portion of what belongs to them and hand it over to the Province of Manitoba against the consent of the people of these territories? If they agreed to it well and good, I would have nothing to say, but the Legislature of the Territories has more than once declared that they would not under any circumstances consent to any portion of their territory westward of the Province of Manitoba being taken away from them.
>
> 'There is another consideration. For my part, I am prepared to give a full hearing to the Province of Manitoba. When that province asks to have her limits extended westward, I am bound to say that we cannot entertain that prayer, for this simple reason, that the Territories, through their Legislature, have passed upon it, and have pronounced against it. But I understand that as to a certain portion of territory north of Lake Winnipegosis and Lake Manitoba, the Northwest Legislature has declared that it has no pronounced views, and that that might be given to the Province of Manitoba. But even this I am not prepared for my part to grant at this moment; because members representing that section to-day sit on the floor of this House, and they and their people have the right to be heard on that question; *and if they do not agree to it I do not think the Parliament of Canada should make the grant against their wishes.*'

Here we have the explicit declaration of the Prime Minister that if the people occupying this very territory do not consent to be united with the Province of Manitoba, the Parliament of Canada ought not to make the grant against their wishes.

We now come to the consideration of that portion of the Northwest Territories which formerly composed the district of Keewatin, and the territory lying between the Province of Ontario and Hudson's Bay. This area extending northward as far as the sixtieth parallel of latitude, contains about 277,000 square miles, and the question is, what distribution of this territory should be made, consideration being had to any special circumstances which would give one or more of the provinces a claim to special treatment.

EACH PROVINCE SHOULD HAVE ACCESS TO HUDSON'S BAY.

One consideration, it is submitted, should be kept constantly in mind, that is, that each province has a right to have its boundaries extended to Hudson's Bay. This was made perfectly clear by the Right Honourable Sir Wilfrid Laurier in his speech to the House of Commons above referred to, introducing the Bills to establish the Provinces of Alberta and Saskatchewan. On that occasion he spoke as follows:—

'Manitoba has asked to have her territory extended to the shore of the Hudson's Bay, and this is a prayer which seems to me to be entitled to a fair hearing. But the Province of Manitoba is not the only one whose territory could be extended towards the Hudson's Bay. The Province of Ontario would have the same right; the Province of Quebec would have also that right, and the new *Province of Saskatchewan would have an equal right to have her territory extended to the shore of Hudson's Bay.*'

The Committee of the Privy Council of the Dominion appointed to consider the memorial of the Manitoba Government in 1905, expressed the opinion that in so far as Manitoba was concerned the desire of the Province to have her boundaries extended to the shores of Hudson's Bay was not an unreasonable one. The report of the Committee contains the following:—

'The Committee are likewise of the opinion that the desire of the Province of Manitoba for an extension of its boundaries to the shores of Hudson Bay is not an unreasonable one.'

(See Report of Committee dated March 21, 1905.)

It is maintained, that the desire of the Province of Saskatchewan to have her boundaries extended to the shores of Hudson's Bay is equally reasonable.

The Province of Ontario already has her boundaries extending to and bordering upon that part of Hudson's Bay, commonly called James Bay, and it is submitted that no disposition of the territory in question should be considered that does not recognize the right of both Saskatchewan and Manitoba to have their respective boundaries extended to the shores of Hudson's Bay, so that each province may have direct water communication with the Atlantic Ocean by way of Hudson's Bay and Hudson's Straits.

SASKATCHEWAN SHOULD BE AWARDED THE TERRITORY NORTH OF THE NELSON RIVER.

Recognizing the right of each province to have access to Hudson's Bay and recognizing the paramount claim of Saskatchewan to those portions of the old provisional districts of Saskatchewan and Athabasca lying north of the Province of Manitoba, it is confidently contended that that portion of the Northwest Territories bordering on Hudson's Bay and lying between the Nelson River and the sixtieth parallel of latitude should be awarded to the Province of Saskatchewan.

If this were done a natural boundary line between the Provinces of Saskatchewan and Manitoba would be found in the Nelson river.

This territory is tributary to Saskatchewan rather than to Manitoba. The rivers flowing through this territory flow from Saskatchewan. In the very near future, it is expected, that this territory will be connected with the Province of Saskatchewan by a railway, one terminus of which will be in Saskatchewan and the other at Fort Churchill.

The laws in force in this territory are practically the laws of Saskatchewan both having continued in force the laws of the Northwest Territories and the interests, agricultural, commercial and educational of its people are in a great measure common to the people of Saskatchewan.

The people Saskatchewan, especially those engaged in agriculture, have a much greater and more direct interest in the opening of a water transportation route via Hudson's bay to the markets of Europe, than have the people of any other province. The great fertile plains of Saskatchewan are destined in a few years to produce for export as much grain as all the other provinces of the Dominion exporting by that route. When it is remembered that in this present year the Province of Saskatchewan produced thirty million bushels of wheat from, roughly speaking, one and one half

million acres, and when it is realized that in the province there are fifty millions of acres of good arable land as yet unbroken by the plough, some conception can be formed of the enormous production which, in the near future, will take place in Saskatchewan. Even now the transportation systems are unable to satisfactorily handle the output. Complaints of shortage of cars to move the grain are already heard. Even with the opening up of a new transportation artery via Hudson's bay, the exports from Saskatchewan, will soon overtax the powers of transportation. Manitoba, with her much smaller area of good arable land can never equal in the production of grain the fertile prairies of Saskatchewan, and cannot therefore have as great or as direct an interest in the possession of the seaport at the Churchill as has the Province of Saskatchewan.

The awarding to Saskatchewan of the territory north of the Nelson river does not, it is submitted, interfere with the granting of Manitoba's reasonable request to have her boundaries extended to Hudson's bay. From the mouth of the Nelson river to where the Province of Ontario touches James bay there is a coast line of several hundred miles in length with which Manitoba's desire for an extension to the bay can be gratified.

Further, it is submitted, that there is a vast expanse of territory lying south and east of the Nelson river, being part of the Northwest Territories and containing some 208,000 square miles which is available for the purpose of satisfying Manitoba's demand for increased area, on the ground that her present area is much smaller than that of the other western provinces. If this entire portion were given to Manitoba, that province would contain an area of over 280,000 square miles, a larger area than is possessed by any other province of Canada, except the Province of Quebec and the Province of British Columbia. Even if the Province of Ontario is considered to be entitled to recognition in the distribution of this territory, it is maintained, that there is a sufficient area south and east of the Nelson river to satisfy all legitimate claims for an extension of boundaries both of the Province of Manitoba and the Province of Ontario.

RECAPITULATION.

The above shows:—

1. That those portions of the old districts of Saskatchewan and Athabaska, not included in the Province of Saskatchewan have been for the past twenty years and should continue to be united with the area forming that province.

2. That the Province of Saskatchewan and the Province of Manitoba are both entitled to have their boundaries extended to Hudson's bay.

3. That, granting to the Province of Saskatchewan those portions of the old districts of Saskatchewan and Athabasca, the Nelson river forms a natural boundary, and the only reasonable boundary between that province and the Province of Manitoba.

4. That the territory north of the Nelson river is tributary to the Province of Saskatchewan rather than to the Province of Manitoba, and the interests of its people are more closely allied with Saskatchewan.

5. That the Province of Saskatchewan has a much greater interest in a transportation route via Fort Churchill, and Hudson bay, to the European market than has either the Province of Manitoba or the Province of Ontario.

6. That by awarding the territory north of the Nelson river to Saskatchewan no injustice will be done. There is still over 208,000 square miles of equally good territory with several hundred miles of coast line left, which is amply sufficient to satisfy all reasonable claims both of the Province of Manitoba and the Province of Ontario.

SESSIONAL PAPER No. 110a

SUPPLEMENTARY STATEMENT SUBMITTED ON BEHALF OF THE PROVINCE OF SASKATCHEWAN WITH REFERENCE TO A CLAIM OF THE PROVINCE FOR AN EXTENSION OF BOUNDARIES TO HUDSON'S BAY.

The undersigned representing the Province of Saskatchewan, did not, until the time of the conference held to-day (November 12, 1906), see the statements presented on behalf of the Provinces of Manitoba and Ontario. Having examined the same, they beg leave to submit the following supplementary memorandum:

It is observed that the Government of Ontario recommends the extension of the Province of Manitoba northward so as to take in Fort Churchill by producing the 'eastern boundary of Manitoba northward until it strikes the Churchill river; the middle of the channel of said river should then become the boundary until the river debouches into Hudson's bay; and that the remainder of the territory of Keewatin lying eastward of such boundary line be allotted to Ontario.'

By the statements submitted in behalf of the respective provinces, it is clearly established that Saskatchewan possesses a strong, legitimate, prior claim with respect to a portion of the territory in question; that Manitoba, on account of the smallness of her area, possesses a very strong equitable claim to an increase of territory; and that Ontario can urge neither a similar claim as regards any of the territory in question, nor as regards needs for additional area. In view of these facts and of Ontario's recommendation the undersigned, on behalf of the Province of Saskatchewan, request permission to suggest that in generosity to Manitoba the Province of Saskatchewan will not wish to yield first place to Ontario. They, therefore, following Ontario's example, take the liberty to submit:

1. That in their opinion the boundaries of Manitoba should be extended northward and eastward so as to include all of the present Northwest Territory lying south and east of the Nelson river.

2. That the remainder of the territory lying between the Province of Saskatchewan and Hudson's bay and between the sixtieth parallel of North latitude and the Nelson river, be allotted to the Province of Saskatchewan.

The Government of Manitoba puts forward a claim to the area which was formerly the district of Keewatin on the ground that the Lieutenant-Governor of Manitoba was connected with the administration of that territory. In reference to this, the undersigned desire to point out that any connection which the Lieutenant-Governor of Manitoba had with the administration of Keewatin, was not as Lieutenant-Governor of Manitoba, but in a separate and independent capacity; he being Lieutenant-Governor of both Manitoba and Keewatin. The Government of Manitoba had no jurisdiction whatever over Keewatin.

But the undersigned wish to point out further that if this condition of Manitoba be considered a sound one, the Province of Saskatchewan is entitled, not only to those portions of the old districts of Saskatchewan and Athabasca not included within the province, but also to Fort Churchill and the surrounding territory because Fort Churchill and the territory lying to the east of the easterly boundary of Manitoba produced northerly, is not and never was in the district of Keewatin, but always formed part of the Northwest Territories and was under the direct administration of the Government of the Northwest Territories, whose successor is the Government of Saskatchewan. (See Keewatin Act). To claim Keewatin on the above ground on behalf of Manitoba, is, it is submitted, conceding the claim of Saskatchewan to the territory over which the Government of the Northwest Territories had jurisdiction.

It is noted that the Government of Manitoba bases an argument on the statement that in 1898 the Territorial Legislature by majority (not unanimously) expressed willingness that all the area lying north of Manitoba should be allotted to that pro-

vince. The undersigned respectfully submit that the Manitoba Government has repeatedly and voluminously by the character of its representations abandoned, and deprived itself of, any right to urge this argument.

In 1901 the Legislature of Manitoba passed a resolution asking for an extension of boundaries westward and northward. Again in the following year (1902) the Legislature reiterated the claims previously made and unanimously passed a resolution which contained the following:—

'Whereas it is believed that the extension of the boundaries of the province, so as to be and include a portion of the eastern portion of the districts of Assiniboia and Saskatchewan, in the Northwest Territories, and northward to Hudson's Bay, would largely tend to the material advantage of both Manitoba and of those persons within and that may hereafter become residents of the said proposed extended territory; and

Whereas the Province of Manitoba possesses legislative powers and advantages of an educational, commercial, benevolent, and charitable character not at present possessed or enjoyed by the Northwest Territories:

Therefore let it be resolved:—

1. That the House is of the opinion that it is desirable, both in the interests and for the welfare of the Province of Manitoba and the Northwest Territories, that the area of the former should be increased by an extension of boundaries so as to embrace and include a portion of the districts of Assiniboia and Saskatchewan and northwards to Hudson's Bay; and

Whereas the House desires to re-affirm the foregoing resolution, believing, as it does, that the early extension of the boundaries of the Province of Manitoba westward and northward to Hudson's Bay is of the highest importance to the interests of the province and the territory proposed to be added:

Therefore let it be resolved;—

1. That an humble address, setting forth the allegations set forth in the foregoing resolutions, previously adopted by this House, with such other data as the exigency of the case may require, be prepared by such members of this House as comprise the Executive, and presented to His Excellency the Governor General, praying that His Excellency in Council will be pleased to take such action as shall result in the boundaries of the Province of Manitoba being extended westward and northward to Hudson's Bay at an early date.'

In subsequent years the Legislature of Manitoba repeated its demands for the inclusion within that province of the eastern portion of the districts of Assiniboia and Saskatchewan as well as an extension of the boundaries northward to Hudson's Bay. Even as late as February 23, 1905, Manitoba, through Messrs. Rogers and Campbell, members of the Manitoba Government, protested to Sir Wilfrid Laurier against his decision not to extend the boundaries of Manitoba westward. In a letter addressed by them to Sir Wilfrid the following appears:—

'In view of Manitoba's strong claims, we presented to you in the memorial unanimously passed by our Legislature, and supported and supplemented in our interview, we must enter, on behalf of the province, our firm protest against your decision in refusing to grant the prayer of our request for the extension of our boundaries westward, and exceedingly regret that apparently local considerations have deprived Manitoba of what she rightfully regards as a most just claim.'

Since 1884 therefore Manitoba has made two demands on the Dominion Government in reference to the boundary question.

First: A westward extension of the boundaries of the province so as to include the eastern portion of Assiniboia and Saskatchewan, and

Second: An extension northward to the shores of Hudson's Bay.

Attention is called to Manitoba's persistent demand for an extension westward, repeated time and again, reiterated by way of protest as late as February, 1905, and which even finds further expression in the Manitoba Memorandum dated September, 1906, submitted at to-day's conference, and all in the face of and with full and admitted knowledge of the contrary expressed wishes of the people inhabiting the area involved in such proposed westward extension and of the declarations on the subject by the body which the Manitoba Government now terms 'the constituted representative authority of the Northwest Territories.' It is respectfully submitted that this attitude of Manitoba towards a positive declaration of 'constituted representative authority' shuts the door against any argument by Manitoba based upon a merely implied declaration of the same authority. And attention is again drawn to the fact that on no occasion did the elected representatives in the Legislature or in Parliament of the area lying north of Manitoba, fail to strongly voice the wish of the inhabitants thereof to be attached to Saskatchewan and not to be attached to Manitoba.

The undersigned earnestly submit that the development and administration of the area lying north of the Nelson River can be best secured by the Province of Saskatchewan because of its geographical conformation in relation to Saskatchewan, which insures that the proposed railway to connect the prairie wheat lands with Hudson's Bay shall run from a point in the present Province of Saskatchewan to Fort Churchill. That the interest of Saskatchewan in the Hudson's Bay route is paramount cannot but be evident when we consider the respective distances from the centres of Manitoba and Saskatchewan to Hudson's Bay and to the head of Lake Superior. The centre of Manitoba is distant from Fort William approximately 500 miles and from Fort Churchill by the shortest practicable route 750 or 800 miles, while on the other hand the centre of Saskatchewan is distant from Fort William approximately 800 miles and from Fort Churchill only 500 or 550 miles.

The undersigned, in conclusion, submit that notwithstanding the claims and pleas put forward by any province with respect to areas outside of provincial jurisdiction it is the duty of the responsible Dominion authority in allotting such areas to keep first in view the interest and welfare of the actual and prospective inhabitants of the areas themselves, and that by so doing the general interest of the Dominion of Canada will be conserved. They have confidence that if such principle be observed with regard to the area lying north of the Nelson River the same will be restored to association with and allotted to the Province of Saskatchewan.

(Signed) WALTER SCOTT.
J. H. LAMONT.

OTTAWA, November 12, 1906.

OTTAWA, November 14, 1911.

DEAR MR. SCOTT,—Your letter of the 8th November with enclosures is before me. The considerations which are thus set forth will receive our attention.

If convenient I would be glad to be furnished with some further copies of the printed memorial.

Believe me,
Yours faithfully,
(Sgd.) R. L. BORDEN.

Hon. WALTER SCOTT,
Premier of Saskatchewan,
Regina, Sask.

EXECUTIVE COUNCIL, SASKATCHEWAN,
REGINA, November 18, 1911.

DEAR MR. BORDEN,—I have yours of November 14 acknowledging receipt of my communication of the 8th instant on the subject of the extension of provincial boundaries and stating that you would be glad to be furnished with some further copies of the printed memorandum. I regret to state that our supply of these is somewhat limited but I am sending you herewith half a dozen copies which I trust may be sufficient to meet your requirements.

Believe me,
Very sincerely yours,
(Sgd.) WALTER SCOTT.

Hon. R. L. BORDEN,
Prime Minister,
Ottawa, Ont.

OTTAWA, ONT., November 21, 1911.

(612)

DEAR MR. SCOTT,—Thanks for your letter of the 18th inst. and for the extra copies of the printed memoranda which you have been good enough to send me.

Yours faithfully,
(Sgd.) R. L. BORDEN.

Hon. WALTER SCOTT,
Premier of Saskatchewan,
Regina, Sask.

EXECUTIVE COUNCIL SASKATCHEWAN.
REGINA, December 30, 1911.

DEAR SIR,—On the 13th ultimo Mr. Scott wrote you on behalf of the Saskatchewan Government requesting that you fix a date for a conference with you in reference to the question of natural resources and certain other questions affecting Saskatchewan. As no answer appears to have been received to Mr. Scott's communication and as our Legislative Assembly is to meet about the third week in January I shall be obliged if you will let me know at your earliest convenience when the conference referred to can be arranged for.

Yours sincerely,
(Sgd.) J. A. CALDER,
Acting Premier.

Hon. R. L. BORDEN,
Prime Minister,
Ottawa, Ont.

OTTAWA, January 6, 1912.

DEAR SIR,—Your letter of the 30th of December is before me. Mr. Scott's letter of the 13th of November was acknowledged immediately after its receipt. The very incessant and imperative demands upon our time in connection with the present ses-

sion have hitherto rendered it impossible to arrange any date for the proposed conference. I am not sure that any date can be arranged in the immediate future. However, I shall bring the matter to the attention of my colleagues to-day after which I shall write to you again.

Yours faithfully,

R. L. BORDEN.

Hon. J. A. Calder, M.P.P.,
Acting Premier,
Regina, Sask.

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(612)

Ottawa, Ont., January 9, 1912.

Dear Sir,—In further reply to your letter of the 30th of December I find after consultation with my colleagues it will be quite impossible to fix any date for a conference before the end of the present session. Owing to the many matters which have pressed upon our attention and the necessity of holding a session almost immediately after we assumed office, we have been obliged to defer by reason of absolute necessity consideration of many matters which are of the highest importance.

Yours faithfully,

R. L. BORDEN.

Hon. J. A. Calder, M.P.P.,
Acting Premier,
Regina, Sask.

Executive Council, Saskatchewan,
Regina, January 23, 1912.

Dear Sir,—I have the honour to acknowledge the receipt of your letter of the 9th instant in which you intimate that it will be impossible for you to arrange for the conference asked for by the Government of Saskatchewan until after the close of the present session of Parliament. On behalf of this government it is my duty to convey to you the regret which we feel at your inability to deal with the matter earlier. The resolution passed unanimously by the Saskatchewan Legislature nearly one year ago assumed, as its wording will show, that this question should properly be disposed of simultaneously with the question of the extension of the boundaries of Manitoba, which it is generally understood will be settled by legislation at the present session. Moreover your attention has already been called, since you assumed office, to the claim of this province for an extension of its boundaries to Hudson bay. These facts coupled with the further fact that your own declared policy is to convey to Saskatchewan the natural resources within the province, make it a matter of deep regret to us that action in the premises should be delayed and that consideration of our claims should be postponed until after the Manitoba question has been disposed of.

We still hope that you will find it possible to reconsider this matter and arrange for the necessary conference in order to deal with the whole question of the partition

of the Northwest Territory and the disposal of the natural resources of the western provinces at the same time.

Yours very truly,

(Sgd.) J. A. CALDER,
Acting Premier.

The Right Honourable R. L. Borden,
Prime Minister,
Ottawa, Ont.

Executive Council, Saskatchewan,
Regina, January 27, 1912.

Dear Mr. Borden,—By letter to you dated November 13 last, Mr. Scott called your attention to several matters concerning which resolutions were adopted by the Legislative Assembly of Saskatchewan at its last session. One of the matters referred to in Mr. Scott's letter, namely, the question of the control of provincial resources, has since been the subject of correspondence between you and me, but no reply appears to have been received from you as to the other matters mentioned by Mr. Scott. The resolutions referred to deal with the questions of the Canadian Pacific Railway Company's exemption from taxation, the control of school lands and the contract between the Dominion Government and the Qu'Appelle, Long Lake and Saskatchewan Railway and Steamboat Company.

The first two mentioned matters will doubtless require a little time and consideration, but I would respectfully suggest that there does not appear to be any reason why the resolution of the Assembly concerning the Qu'Appelle, Long Lake and Saskatchewan Railway Company might not be dealt with at once, if action has not already been taken by your government. In the opinion of this government the relief asked for should be granted immediately if at all. Our legislature is now in session and I would like very much to be in a position to inform the Assembly of your decision in the matter at an early date.

Yours very truly,

(Sgd.) J. A. CALDER,
Acting Premier.

Right Hon. R. L. Borden,
Prime Minister,
Ottawa.

RETURN

[110b]

EXTENSION OF THE BOUNDARIES OF THE PROVINCE OF MANITOBA.

WINNIPEG, November 4, 1911.

MY DEAR MR. BORDEN,—I am sending you under another cover a copy of a memorial that has been forwarded through the regular channel, by way of the Secretary of State, to His Excellency the Governor General in Council, regarding the extension of the boundaries of Manitoba, and the terms and conditions upon which such extension shall be made.

I trust that you will be able to give this matter immediate attention, as it is one of very vital importance not only to Manitoba but to all Canada.

I shall be glad to visit Ottawa and support the memorial in person at any time you may name, as I realize there may be some aspects of the case upon which you may require additional information.

Yours very truly,

(Sgd.) R. P. ROBLIN.

Hon. R. L. BORDEN, *Premier*,
Ottawa, Ont.

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(165) OTTAWA, ONT, November 9, 1911.

MY DEAR MR. ROBLIN,—Your letter of the 4tlr instant is before me. You can understand that at the present time we are working under great stress in preparing for the approaching session. However, I shall give to the memorial my attention and consideration at the very earliest moment. Thereafter I shall ask you to come to Ottawa for the purpose of a conference upon various matters which are therein set forth.

Believe me, yours faithfully,

(Sgd.) R. L. BORDEN.

Hon. R. P. ROBLIN,
Premier of Manitoba,
Winnipeg, Man.

November 13, 1911.

Hon. R. P. ROBLIN,
Winnipeg.

Respecting address of Manitoba Government to His Royal Highness we are prepared to meet you and discuss questions at your earliest convenience. Kindly advise me date of your arrival.

R. L. BORDEN.

WINNIPEG, MAN., November 14, 1911.

Hon. R. L. BORDEN,
Premier, Ottawa.

Campbell and I leave to-night. Reach Ottawa Thursday afternoon.

R. P. ROBLIN.

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(165) OTTAWA, ONT., November 20, 1911.

DEAR MR. ROBLIN,—Referring to our recent interview I beg to say that the conclusions arrived at are as follows:

The extension of the boundaries of Manitoba have been under consideration at those interviews and a basis of settlement has been reached respecting the financial terms which hitherto have been in dispute. The basis adopts the principle of equality of terms as between Manitoba and the other Prairie Provinces. The application of this principle to the details remains to be worked out.

I may add that we shall introduce the necessary legislation at this session.

Believe me, yours faithfully,

(Sgd.) R. L. BORDEN.

Hon. R. P. ROBLIN,
Premier of Manitoba,
Winnipeg, Man.

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Yours faithfully,

R. L. BORDEN.

Hon. J. A. Calder, M.P.P.,
Acting Premier,
Regina, Sask.

Executive Council, Saskatchewan,
Regina, January 23, 1912.

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We still hope that you will find it possible to reconsider this matter and arrange for the necessary conference in order to deal with the whole question of the partition

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Prime Minister,
Ottawa, Ont.

Executive Council, Saskatchewan,
Regina, January 27, 1912.

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Yours very truly,

(Sgd.) J. A. CALDER,
Acting Premier.

Right Hon. R. L. Borden,
Prime Minister,
Ottawa.

RETURN

[110b]

EXTENSION OF THE BOUNDARIES OF THE PROVINCE OF MANITOBA.

WINNIPEG, November 4, 1911.

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Hon. R. L. BORDEN, *Premier*,
Ottawa, Ont.

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Believe me, yours faithfully,

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Hon. R. P. ROBLIN,
Premier of Manitoba,
Winnipeg, Man.

November 13, 1911.

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Winnipeg.

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R. L. BORDEN.

WINNIPEG, MAN., November 14, 1911.

Hon. R. L. BORDEN,
Premier, Ottawa.

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R. P. ROBLIN.

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I may add that we shall introduce the necessary legislation at this session.

Believe me, yours faithfully,

(Sgd.) R. L. BORDEN.

Hon. R. P. ROBLIN,
Premier of Manitoba,
Winnipeg, Man.

RETURN

[111]

To an Order of the Senate, dated January 24, 1912, praying for copies of the contracts between the Government of Canada and the various steamship companies for the carriage of the mails between England, France and Canada, and all the correspondence relating thereto since the 1st of January, 1909. Also, the agreements, if any, for the carriage of mails via New York. Further, any contracts, subsidy agreements, etc., for the conveyance of mails between Canada and Newfoundland, and the correspondence relating thereto since January 1, 1909.

W. J. ROCHE,
Secretary of State.

January 16, 1912.

Sir,—I have the honour to acknowledge the receipt of your letter of December 11, last, No. 17226, concerning the proposed establishment of a fast maritime commercial line between France and Canada. I have communicated to the Minister of Trade and Commerce, to whose department the matter belongs, the proposal of your Government in connection with this service.

I have the honour to be, &c.,

Deputy Postmaster General.

The Minister of Public Works, Posts & Telegraphs,
Paris, France.

PROPOSED ESTABLISHMENT OF A FAST MARITIME COMMERCIAL LINE BETWEEN FRANCE AND CANADA.

Paris, December 11, 1911.

Sir,—By your letters of January 7, 1910, in reply to a communication from my Government dated November 24, 1909, you were good enough to send me information to a contract entered into between your Government and the Allan line for the performance of the subsidized maritime service between Canada and France.

In connection with the above, you called attention to the fact that this service, performed by steamers of a regulation speed of 10 knots, did not give you entire satisfaction, especially as it could not permit the conclusion of an agreement for the direct exchange of postal parcels between our two countries.

You added that, under the circumstances, you would make strong efforts to induce the Canadian government by means of the subsidy which is now available, and after the expiration of the present contract, to establish, between France and Canada, a maritime service equal, in all respects, to other services now performed or which might be established later.

My government has examined the question and has recognized, after consultation with the parties interested and with the Boards of Trade, that the establishment of a fast commercial line between France and Canada would be equally advantageous to both countries. My Government therefore proposes to invite tenders in the near future.

I would therefore be grateful if you could inform me, as soon as possible, whether your Government would be disposed, and in what proportion, to share in the payment of the subsidy payable to the company having secured the contract.

In the affirmative I would beg you to state under what conditions, in your opinion, the service should be performed, and what obligations should be imposed to that contractor respecting tonnage, speed, route, number of trips, carriage of mails, &c.

I have the honour to be, &c.,

Under Secretary of State, Posts & Telegraphs.

OTTAWA, January 7, 1910.

SIR,—In reply to your favour of November 24, last, No. 14579, concerning the proposed establishment of a direct maritime service between France and Canada, I beg to inform you that the present steam navigation service between France and Canada is based on a statute assented to on May 19, 1909, (8-9 Edward VII, Chap. 39) and which, briefly, empowers the Governor General in Council to enter into one or more contracts, for one or more periods, not exceeding ten years, with any individual or company for the establishment of a steam navigation service between one or more ports in Canada, and one or more French ports, on such terms and conditions as may be approved by the Governor in Council, and to grant in aid thereof, an annual subsidy not exceeding two hundred thousand dollars based on an annual fortnightly return minimum service, for which an annual subsidy is allowed, not exceeding one hundred thousand dollars, and in like proportion for more frequent trips.

Under this Act of Parliament, an agreement was entered into, on October 12, 1909, with Messrs. H. & A. Allan, of Montreal, which expires in 1911, at the opening of navigation.

Under this agreement, the contractors are bound to put into service the following steamers:—

The *Pomeranian*, length, 381 ft.; net tonnage, 2,700; gross tonnage, 4,207.

The *Sardinian*, length, 381 ft.; net tonnage, 2,788; gross tonnage, 4,349.

The *Corinthian*, length, 430 ft.; net tonnage, 4,046; gross tonnage, 6,270; or the *Sicilian*, length, 430 ft.; net tonnage, 3,968; gross tonnage, 6,229, at the opening of navigation in 1910, and to continue the service for one year, between one or more ports of Canada, and one or more ports in France, with the option of calling, on each eastward trip, at one or more ports in Great Britain.

As the above mentioned contract begins next year only, at the opening of the navigation, the Allans are now performing a service under the provisions of a former contract.

The steamers performing the service, shall, according to the contract, have a carrying capacity of four thousand five hundred tons, may be fitted for agricultural products, merchandise and all kinds of freight, and provided with such refrigerating compartments and sail under such regulations as the Minister may require.

The steamers shall have, when loaded, a speed of at least ten knots an hour.

As long as navigation is open on the St. Lawrence, the terminal ports shall be Montreal or Quebec, and when navigation is closed on the St. Lawrence the terminal ports shall be Halifax or St. John. The calling ports in France, on both eastward and westward trips, shall be Cherbourg or Havre, or both; with the option, should the contractors so desire, of calling at one or more ports in Great Britain, provided, however, that at all events, the first stopping point, after leaving Canada, shall be a port in France, and that the last point of departure shall also be a port in France.

During the twelve months specified in the contract, no less than fifteen return trips shall be made; and during the remaining months from December to April inclusive, the balance of trips shall be made.

The contractors shall have the option of increasing to thirty, each year, the number of return trips, from France to Canada.

The subsidy payable by the Canadian Government, shall be at the rate of $5,555.55 for each return trip, accomplished at an average speed of ten knots, and of $555.55 for each additional knot over ten knots, up to and including a speed of twelve knots, provided, however that the total amount of subsidy to be paid for a yearly service does not exceed $200,000 the subsidy shall be payable in tri-monthly instalments.

The above mentioned average speed shall be reckoned on the basis of the time occupied for the return trip, less delays caused solely by fog or ice. The average speed shall be computed at a quarter of a knot, in favour of the contractors.

The contractors shall be required to furnish all certificates, and any other document which may be asked for by the Government.

The rates for freight billed for a Canadian or shipped from said port, shall not exceed the rates paid by regular passenger steamers, from New York, Boston and Portland to Havre, or from Havre to the above mentioned ports. The Minister is also empowered to revise these rates.

The contract contains a clause under which the contractors shall convey by the Intercolonial Railway all passengers or goods not otherwise billed for any other route. This has for object to assist the Canadian Government railway.

The Canadian Trade Commissioners, their wives and children, and their household goods shall be carried free at all times, on the Minister's request.

There is also a clause providing for the carriage of postal matter, as well as for the proper care to be taken thereof, without any increased subsidy.

The calling of steamers to ports others than those mentioned in the contract is prohibited.

As you may see, the service actually performed between France and Canada is far from being satisfactory, as the speed of the steamers is only ten knots an hour, and it would be difficult to enter into any advantageous agreement for the exchange of postal parcels between the two countries, unless it applies only to a class of goods able to stand transportation at low speed, as the exclusive parcel post service by the steamers of the present line, would mean a delay of seven days, compared with transportation by the present route, that is to say via England.

Moreover, the present contract with Messrs. H. & A. Allan, is for one year only, from the opening of navigation on the St. Lawrence in 1910. Notwithstanding the comparatively short duration of this contract, I would feel disposed to enter into an agreement for a direct and provisional exchange between the two countries, which would operate simultaneously with the present exchange via England, which might

be used by senders of parcels not requiring rapid transportation, thus economizing on postal rates; but, all parcels, carried by parcel post and which require rapid transportation should be sent via England.

The present parcel post tariff between France and Canada is prohibitive, I will therefore do all in my power to induce the Canadian Government, by using the subsidy at its disposal, at the expiration of the present contract to ensure the creation, between France and Canada, of a direct maritime service, equal in all respects, to other maritime services now existing or which might be established later.

It will then be possible for me to communicate with your Government and lay down the basis of an agreement for the direct and exclusive exchange between the two countries, of postal parcels, the rates for which shall not exceed the rates for parcels exchanged between Canada and Great Britain, viz.: 12 cents (60 centimes) per pound (454 grammes).

I have the honour to be,

P.S.—I hereby inclose chapter 8-9 Edward VII, amending the statute 7-2 Edward VII concerning the powers granted to the Governor in Council for the awarding of tenders. I also send you the report of the Minister of Commerce, which contains the complete text of the contract entered into between the Canadian Government and Messrs. Allan for the establishment of a direct service between France and Canada.

I deeply regret that this report has not yet been printed in French; I am therefore compelled to send you the French version; as soon as it is printed in French, I will send you a copy.

FRENCH REPUBLIC,
PARIS, November 24, 1909.

SIR,—You were good, when in Paris, to speak to me about the establishment of a direct maritime service between Canada and France.

As I stated to you, the Government of the Republic is disposed to consider this question with the greatest interest.

In order to enable me to prepare a draft of the proposed service, I would be obliged if you could supply me with information on the following points: the number of trips, type of steamers to be employed, speed of the same, Canadian port to be used as terminal port; and in case it should be a port on the river St. Lawrence in what manner the winter service should be performed.

Lastly, I would like to know what measures would be adopted for the carriage of mails, and for the exchange of parcel post by the new service.

I would appreciate early information respecting your views in the matter.

I have, &c.,

(Sd.) A. MILLER,
Minister of Public Works.

Memorandum respecting the 'Canada-France' steam navigation service.

The present steam navigation service between Canada and France is based on a statute assented to May 19, 1909 (8-9 Edward VII, ch. 39). Briefly, it empowers the Governor in Council to:—

'Enter into one or more contracts for one or more periods, not exceeding ten years, with any individual or company for the establishment of a steam navigation service between one or more French ports, on such terms and conditions as may be approved by the Governor in Council, and to grant, in aid thereof, an annual subsidy not exceeding two hundred thousand dollars, based on an annual forthnightly return minimum service, for which an annual subsidy is allowed, not exceeding one hundred thousand dollars, and in like proportion for more frequent trips.'

Under this Act of Parliament, an agreement was entered into, on October 12, 1909, with Messrs. H. & A. Allan, of Montreal, which expires in 1911, at the opening of navigation.

Under this agreement the contractors are bound to put into service the following steamers.

The *Pomeranian*, length, 381 ft.; net tonnage, 2,700; gross tonnage, 4,207.

The *Sardinian*, length, 400 ft.; net tonnage, 2,788; gross tonnage, 4,349.

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Or the *Sicilian*, length, 430 ft.; net tonnage, 3,968; gross tonnage, 6,229, at the opening of navigation in 1910, and to continue the service for one year, between one or more ports in Canada, and one or more ports in France, with the option of calling, on each eastward trip, at one or more ports in Great Britain.

As the above mentioned contract begins next year only, at the opening of the navigation, the Allans are now performing a service under the provisions of a former contract.

The steamers performing the service shall, according to the contract, have a carrying capacity of four thousand five hundred tons, be fitted for agricultural products, merchandise and all kinds of freight, provided with such refrigerating compartments and sail under such regulations as the Minister may require.

The steamers shall have, when loaded, a speed of at least ten knots an hour.

As long as navigation is open on the St. Lawrence, the terminal ports shall be Montreal or Quebec, and when navigation is closed on the St. Lawrence, the terminal ports shall be Halifax or St. John. The calling ports in France, on both eastward and westward trips, shall be Cherbourg or Havre, or both, with the option, should the contractors so desire, of calling at one or more ports in Great Britain, provided, however, that, at all events, the first stopping point, after leaving Canada, shall be a port in France, and that the last point of departure, shall also be a port in France.

During the twelve months specified in the contract, no less than fifteen trips shall be made; and during the remaining months from December to April inclusive, the balance of the trips shall be made. The contractors shall have the option of increasing to thirty, each year, the number of return trips, from France to Canada.

The subsidy payable by the Canadian Government, shall be at the rate of $5,555.55 for each return trip, accomplished at an average speed of ten knots, and of $555.55 for each additional knot over ten knots, up to and including a speed of twelve knots, provided, however, that the total amount of subsidy to be paid for a yearly service does not exceed $200,000. The subsidy shall be payable in tri-monthly instalments.

The above mentioned average speed shall be reckoned on the basis of the time occupied for the return trips, less delays caused solely by fog or ice. The average speed shall be computed at a quarter of a knot, in favour of the contractors.

The contractors shall be required to furnish all certificates, and any other document which may be asked for by the Government.

The rates for freight billed for a Canadian port, shall not exceed the rates paid by regular passenger steamers, from New York, Boston and Portland to Havre, or from Havre to the above mentioned ports.

The contract contains a clause under which the contractors shall convey, by the

Intercolonial Railway all passengers or goods, not previously billed for any other route. This has for object to assist the Canadian Government Railway.

The Canadian Trade Commissioners, their wives and children and their household goods, shall be carried free, at all times, on the Minister's request.

There is also a clause providing for the carriage of postal matter as well as for the proper care to be taken thereof, without any increased subsidy.

The calling of steamers to ports others than those mentioned in the contract is prohibited.

The contract contains other general clauses, common to all steam navigation contracts of the Canadian Government, and which are of more or less importance.

(Sd.) F. O'HARA,
Deputy Minister.

DEPARTMENT OF COMMERCE,
Ottawa, December 24, 1909.

OTTAWA, December 31, 1909.

'CANADA-FRANCE' SERVICE.

DEAR MR. COULTER,—I beg to send you herewith, as requested, copy of proposed sailings of the Canada-France service from St. John, up to April 14 next, which I think will give you the information desired.

As soon as the treaty is in force I understand that the Allans intend increasing the frequency of the service.

Yours faithfully,

(Sd.) F. C. O'HARA,
Deputy Minister.

R. M. COULTER, Esq., M.D.,
Deputy Postmaster General,
Ottawa, Ont.

LONDON—HAVRE—HALIFAX—ST. JOHN.

From London.	From Havre.	Steamers.	From St. John.	From Halifax.
Dec. 2	Dec. 4	Sardinian	Dec. 23	Dec. 24.
" 16	" 18	Corinthian	Jan. 6	Jan. 7.
" 30	Jan. 1	Pomeranian	" 20	" 21.
Jan. 13	" 15	Sardinian	Feb. 3	Feb. 4.
" 27	" 29	Corinthian	" 17	" 16.
Feb. 10	Feb. 12	Pomeranian	Mar. 3	Mar. 4.
" 24	" 26	Sardinian	" 17	" 18.
Mar. 10	Mar. 12	Corinthian	" 31	Apr. 1.
" 24	" 26	Pomeranian	Apr. 14	" 15.

SESSIONAL PAPER No. 111

BOARD OF TRADE OF THE DISTRICT OF MONTREAL.

Special rates imposed at the ports of Montreal and Quebec by ocean navigation companies for delivery of freight at both these cities.

REPORT OF THE TRANSPORTATION COMMITTEE.

The Committee met on Tuesday, October 19, 1909, under the chairmanship of J. P. Mullarkey, president.

Present: Messrs. Isaie Préfontaine, president of the Board; C. H. Catelli, A. V. Roy, A. H. Hardy, invited, and the secretary.

The Committee, after having examined the situation created to importers, from Montreal and Quebec, by the additional charge, which the ocean navigation companies have decided to impose on the consignee, for the delivery of goods intended for those cities, begs to call attention to the principle that ocean navigation companies must not discriminate between different Canadian ports, especially between ports which are important distribution centers, such as Montreal and Quebec.

The Committee suggests that this Board protest against a similar treatment being imposed to the commerce of Montreal and Quebec, and is of the opinion that the Canadian Government should be requested to adopt strong measures to put an end to this state of things which would result in diverting from our national ports to the advantage of foreign ports, thereby neutralizing the efforts of the Government to improve the ports of Montreal and Quebec.

The whole respectfully submitted,

(Sd.) J. P. MULLARKEY,
President of the Committee.

Certified copy.

F. BOURBONNIER, *Secretary.*

Adopted October 20, 1909.

RETURN

(119)

To an Address of the House of Commons, dated January 10, 1912, for a copy of all Orders or Minutes of Council relating to the appointment of Commissioners under the treaty with the United States relating to boundary waters, and questions arising along the boundary between Canada and the United States, signed at Washington, January 11, 1909; together with a copy of all despatches, letters and telegrams between the Governor General, or the Government of Canada, or any member thereof, and the British Ambassador at Washington or the British Government, or any member thereof, upon that subject; and also of all letters and telegrams between any member or department of the Government and Sir George Gibbons, Mr. Aimé Geoffrion and Mr. Alexander Barnhill, or either of them, relating to their appointment as such commissioners.

W. J. ROCHE,
Secretary of State.

From the President of the Erie and Ontario Sanitary Canal Company to the Governor General.

730 Ellicott Square, July 31, 1911.

The Governor in Council,
Ottawa, Canada.

My Dear Sir,—Under the Canadian-American Waterways Treaty, you have appointed three men to act with three from our side as the International Joint Commission; the announcement I have seen does not give the individual names of the commissioners.

Will you please give me their names, and tell me whether the Canadian section will be ready soon to take up the application we have made to the American section, for water for the purposes mentioned in the enclosed circular?

I wish to file with the Canadian section a formal application like the one already filed with the American section; and as this is a matter affecting public health, it is our desire to make our proofs before the full Commission as soon as possible.

Yours very truly,

ERIE & ONTARIO SANITARY CANAL CO.
By Millard F. Bowen,
President.

From the Under-Secretary of State for External Affairs to the President of the Erie and Ontario Sanitary Canal Company.

OTTAWA, CANADA, August 4, 1911.

SIR,—I have it in command from His Excelleney the Governor General to acknowledge the receipt of your letter of the 31st ultimo, and in reply to inform you that the appointment of the Canadian members of the International Boundary Waterways Commission has not yet been made.

I have, &c.,

JOSEPH POPE,

Under-Secretary of State for External Affairs.

MILLARD F. BOWEN, Esq.,
President, The Erie and Ontario Sanitary Canal Company,
730 Ellieott Square,
Buffalo, N.Y., U.S.A.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on August 11, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that Sir George Gibbons, of the city of London, Province of Ontario; Alexander P. Barnhill, of the city of St. John, Province of New Brunswick, and Aimé Geoffrion, of the eity of Montreal, be appointed by His Majesty Commissioners on the part of the United Kingdom pursuant to section 7 of the treaty relating to boundary waters and questions arising along the boundary between Canada and the United States, signed at Washington on January 11, 1909, and that each of the said Commissioners shall receive as compensation for his services the sum of seven thousand five hundred dollars per annum.

The Committee further advise that Your Excellency may be pleased to request the Right Honourable the Principal Secretary of State for the Colonies to advise His Majesty's Government that the said three persons are recommended for appointment as such Commissioners by Your Exeellency in Council pursuant to the terms of said Article 7.

All which is respectfully submitted for approval.

F. K. BENNETTS,

Assistant Clerk of the Privy Council.

From the Governor General to the Secretary of State for the Colonies and to His Majesty's Ambassador at Washington.

(Telegram.)

OTTAWA, August 14, 1911.

Following have been appointed Commissioners under seetion 7 Boundary Waters Treaty: Sir George Gibbons, of London, Ontario, Alexander P. Barnhill, of St. John, New Brunswick, Aimé Geoffrion, of Montreal Que. Despatch follows. (Copy sent to His Majesty's Ambassador at Washington.*)

GREY.

* Omitted from telegram to His Majesty's Ambassador at Washington.

SESSIONAL PAPER No. 119

From the Governor General to His Majesty's Ambassador at Washington.

POINT AU PIC,,
PROVINCE OF QUEBEC,
August 16, 1911.

(80)

SIR,—With reference to my telegram of the 14th instant, I have the honour to transmit, herewith, for Your Excellency's information, copies of an approved minute of His Majesty's Privy Council for Canada appointing Sir George Gibbons, Mr. Alexander P. Barnhill and Mr. Aimé Geoffrion, Commissioners on the part of the United Kingdom, under section 7 of the treaty relating to boundary waters.

11th August, 1911.

I have also sent copies of this minute to Mr. Harcourt for the information of His Majesty's government.

I have, &c.,
GREY.

His Excellency
The Right Honourable
JAMES BRYCE, P.C., &c., &c., &c.

From the Governor General to the Secretary of State for the Colonies.

(456)

POINT AU PIC,
PROVINCE OF QUEBEC,
August 17, 1911.

SIR,—With reference to my telegram of the 14th instant, I have the honour to transmit, herewith, for your information, copies of an approved minute of His Majesty's Privy Council for Canada appointing Sir George Gibbons, Mr. Alexander P. Barnhill and Mr. Aimé Geoffrion Commissioners on the part of the United Kingdom, under section 7 of the treaty relating to boundary waters.

11th August, 1911.

I have also sent copies of this minute to His Majesty's Ambassador at Washington, for his information.

I have, &c.,
GREY.

The Right Honourable
LEWIS V. HARCOURT, M.P.,
Secretary of State for the Colonies.

From His Majesty's Ambassador at Washington to the Governor General

(111)

BRITISH EMBASSY,
SEAL HARBOUR, MAINE,
August 26, 1911.

MY LORD.—I had the honour to communicate to the Secretary of State the names of the gentlemen appointed by the Canadian Government as Commissioners in accordance with the provisions of Article VII of the Boundaries Water Treaty of January 11, 1909.

The Acting Secretary of State in acknowledging this communication inquires when it will be convenient for the Canadian Commissioners to meet the Commissioners of the United States.

From communications received from time to time in Washington I know that the United States Government are desirous that the meeting should take place as soon as convenient, as there are several questions of importance to be submitted to the Commission as soon as possible.

I have the honour to be, my Lord,

Your Excellency's most obedient, humble servant,

(Sgd.) JAMES BRYCE.

His Excellency, the Right Honourable,
The Earl Grey, G.C.M.G., &c., &c., &c.

From the Acting Under-Secretary of State for External Affairs to the Deputy Minister of Public Works.

Ottawa, September 5, 1911.

Sir,—I have the honour to enclose copy of a despatch to His Excellency from His Majesty's Ambassador at Washington, in regard to the date of meeting of the International Joint Commission under the Boundary Waters Treaty.

It would seem that Mr. Bryce has overlooked the fact that the Order in Council of the 11th August was only a recommendation by the Canadian Government of appointments which will be formally made by His Majesty the King as provided in Article 7 of the Treaty.

I have, &c.,

W. H. WALKER,

Acting Under-Secretary of State for External Affairs.

The Deputy Minister of Public Works,
Ottawa.

From the Acting Under Secretary of State for External Affairs to the Governor General's Secretary.

Ottawa, September 5, 1911.

Sir,—I am desired by the Secretary of State for external Affairs to acknowledge the receipt of your reference of a despatch to His Excellency from His Majesty's Ambassador at Washington, dated the 26th August, in regard to the meeting of the International Joint Commission under the Boundary Waters Treaty.

Might I venture to inquire if the Ambassador is not under a misapprehension in speaking of the Canadian Commissioners as already appointed? The Order in Council of the 11th August merely recommended appointments which, under the provisions of Article 7 of the treaty, will be made by His Majesty the King and so far as I know no intimation has been received that the appointments have been made.

I have, &c.,

W. H. WALKER,

Acting Under-Secretary of State for External Affairs.

The Governor General's Secretary,
Ottawa.

From the Deputy Minister of Public Works to the Acting Under-Secretary of State for External Affairs.

OTTAWA, September 5, 1911.

SIR,—I have the honour to acknowledge receipt of your favour of the 5th instant, inclosing copy of despatch from His Majesty's Ambassador at Washington in regard to the date of meeting of the International Joint Commission to the Boundary Waters Treaty. I note your surmise in the second paragraph of your letter, but assume that there is nothing that I can do in the matter. I presume the attention of Mr. Bryce has been called to the necessity of His Majesty the King formally ratifying the appointment of these commissioners.

Yours very truly,

J. B. HUNTER,

Deputy Minister.

The UNDER SECRETARY OF STATE
FOR EXTERNAL AFFAIRS,
Ottawa.

From the Governor General to the Secretary of State for the Colonies.

(Telegram.)

OTTAWA, September 6, 1911.

Referring to my telegram of 14th of August and despatch No. 456 of 17th August, British Ambassador at Washington informs me that State Department has asked when it will be convenient for Boundary Waters Commission to meet. Several important questions should be submitted to Commission as soon as possible. Under article 7 our commissioners have to be appointed by His Majesty on recommendation of Governor General in Council. Can you inform me whether appointments have yet been formally made?

GREY.

From the Under-Secretary of State for External Affairs to the Deputy Minister of Public Works.

OTTAWA, September 9, 1911.

DEAR SIR.—In reply to your letter of the 5th instant, Mr. Bryce's attention has been called to the fact that the Commissioners' appointment, under article 7 of the Boundary Waters Treaty, must be made by His Majesty the King. I should be glad, however, to learn from you when it will be convenient for the Canadian Commissioners to meet the Commissioners of the United States.

Yours very truly,

JOSEPH POPE.

Under-Secretary of State for External Affairs.

J. B. HUNTER, Esq.,
Deputy Minister of Public Works,
Ottawa.

From Sir George Gibbons to the Under-Secretary of State for External Affairs.

LONDON, ONT., September 13, 1911.

JOSEPH POPE, Esq., C.M.G.,
Under-Secretary of State,
Ottawa, Ont.

DEAR MR. POPE,—I have a note from the Deputy Minister asking when our new commission will be ready to meet. I have been waiting confirmation of our appointment by the Home Authorities. The first meeting of the commission has to be in Washington. My idea was, as one member of the new commission is in St. John, N.B., that it was hardly worth while calling the Canadian section together until we met for the purpose of proceeding to Washington when we can organize our section. Just as soon as you are in a position to tell us to go ahead, I have no doubt that we can arrange for a meeting on a few days' notice.

Yours truly,

GEO. C. GIBBONS.

From the Under-Secretary of State for External Affairs to Sir George Gibbons.

OTTAWA, September 14, 1911.

DEAR SIR GEORGE GIBBONS,—In reply to yours of the 13th instant, I beg to say that on the 6th instant His Excellency the Governor General cabled the Secretary of State for the Colonies inquiring whether the appointment of the Boundary Waters Commissioners has yet been formally made by His Majesty. We have received no reply so far. As soon as one comes I will let you know its import.

Yours very truly,

JOSEPH POPE.

Sir GEORGE GIBBONS, Kt.,
London, Ontario.

From the Deputy Minister of Public Works to the Under-Secretary of State for External Affairs.

OTTAWA, September 18, 1911.

DEAR SIR,—Referring to your letter of the 9th instant, I beg to say that I have written Sir George Gibbons in regard to arranging for a meeting of the Boundary Waters Commission, and he replies that there would not be much object in having a meeting of the Canadian section for the mere purpose of organization, and that his idea is that just as soon as the commission is issued, arrangements would be made for a meeting of the Canadian section immediately prior to the meeting of the Commission as a whole, which will have to be held in Washington. The Canadian section, Sir George states, will be ready to meet the American section just as soon as authorized to do so.

Please let me know your opinion as to whether the Canadian section of the Commission should wait for the official appointment before meeting the American section.

Yours very truly,

J. B. HUNTER,
Deputy Minister.

JOSEPH POPE, Esq.,
Under-Secretary of State for External Affairs,
Ottawa.

From the Secretary of State for the Colonies to the Governor General.

(Telegram.)

LONDON, September 21, 1911.

Your telegram of 6th September. Names of Commissioners are being submitted to His Majesty and Ambassador has been authorized to proceed informally with arrangements for meeting of Commission pending formal appointment.

HARCOURT.

From the Under-Secretary of State for External Affairs to Sir George Gibbons.

OTTAWA, September 23, 1911.

DEAR SIR GEORGE GIBBONS,—I enclose you informally a copy of a telegram which has just been received from the Secretary of State for the Colonies on the subject of the appointment of the Boundary Water Commissioners which I telegraphed you, and which I am referring officially to the Department of Public Works to-day.

Yours very truly,

JOSEPH POPE.

SIR GEORGE GIBBONS, Kt.,
London, Ontario.

From the Under-Secretary of State for External Affairs to Sir George Gibbons.

(Telegram.)

OTTAWA, September 23, 1911.

SIR GEORGE GIBBONS,
London, Ontario.

The following telegram received from Secretary of State for Colonies. Telegram begins:

'Your telegram of 6th September. Names of Commissioners are being submitted to His Majesty and Ambassador has been authorized to proceed informally with arrangements for meeting of Commission pending formal appointment.' Telegram ends.

JOSEPH POPE,
Under-Secretary of State for External Affairs.

From the Governor General to the Secretary of State for the Colonies.

(Telegram.)

OTTAWA, October 3, 1911.

Your telegram of 21st September, should be glad to know whether appointment of commissioners under Boundary Waters Treaty has been formally approved by His Majesty.

GREY.

From the Governor General to the Secretary of State for the Colonies.

(Telegram.)

OTTAWA, October 11, 1911.

With reference to my telegram of 3rd October, Boundary Waters Treaty.

New Cabinet earnestly hope that no appointment will be made by His Majesty's Government of three Commissioners on the part of the United Kingdom pursuant to section 7 of the Treaty of January 11, 1909, relating to Boundary Waters and questions arising along boundary between Canada and United States until they have an opportunity of reconsidering the appointments recommended by Order in Council of August 11 last.

GREY.

From the Secretary of State for the Colonies to the Governor General.

(Telegram.)

LONDON, October 14, 1911.

Telegram from Grey 11th October appointments will not be made until your Government have considered position and communicated further with us.

HARCOURT.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General, on October 23, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that Thomas Chase Casgrain, of the City of Montreal, one of His Majesty's Counsel learned in the law, Henry A. Powell, of the City of St. John, one of His Majesty's Counsel learned in the law, and Charles A. Magrath, of the City of Ottawa, Topographical Surveyor, be appointed by His Majesty, Commissioners on the part of the United Kingdom pursuant to section 7 of the treaty relating to Boundary Waters and questions arising along the Boundary between Canada and the United States signed at Washington on the 11th of January, 1909, and that each of the said Commissioners shall receive as compensation for his services the sum of seven thousand five hundred dollars per annum.

The committee further advise that Your Royal Highness may be pleased to request the Right Honourable the Principal Secretary of State for the Colonies to advise His Majesty's Government that the said three persons are recommended for appointment as such commissioners by Your Royal Highness in Council pursuant to the terms of said article 7.

All which is respectfully submitted for approval.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

From the Governor General to the Secretary of State for the Colonies.

(Telegram.)

OTTAWA, October 25, 1911.

Lord Grey's telegram 11th October—appointment of commissioners under Boundary Waters Treaty—Following recommended by Order in Council dated October

23: Thomas Chase Casgrain, K.C., of Montreal; Henry A. Powell, K.C., of St. John, New Brunswick; Charles A. Magrath, of Ottawa, Topographical Surveyor. Despatch follows. Copy sent to His Majesty's Ambassador at Washington.

ARTHUR.

P.C. 2471.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 23rd of October, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that the Order in Council of the 11th August, 1911, with reference to the appointment of Commissioners under the provisions of section 7 of the treaty relating to Boundary waters and questions arising along the boundary between Canada and the United States, signed at Washington on the 11th January, 1909, be cancelled.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

From the Secretary of State for the Colonies to the Governor General.

(Telegram.)

LONDON, October 24, 1911.

Your telegram 23rd October. Please telegraph full Christian names of Powell and Magrath.

HARCOURT.

From the Governor General to the Secretary of State for the Colonies.

GOVERNMENT HOUSE,
OTTAWA, October 24, 1911.

SIR,—With reference to my telegram of the 23rd instant, on the subject of the recommendation of Messrs. Thomas Chase Casgrain, K.C., Henry A. Powell, K.C., and Charles A. Magrath, Topographical Surveyor, for appointment as Commissioners on the part of the United Kingdom, under section 7 of the treaty relating to boundary waters signed at Washington in 1909, I have the honour to transmit herewith, for your information, copies of an approved Minute of Council, upon which this telegram was based, together with copies of an approved Minute cancelling the Order in Council of 11th August last on the same subject.

23rd October.

[The Order in Council of the 11th August was withdrawn for the reason that the new government desired the appointment of Commissioners who will be in sympathy with their policy respecting matters which will come before the Commissioners for consideration and determination.]

I am sending a copy of this despatch to Mr. Bryce, for his information.

I have, &c.,
ARTHUR.

The Right Honourable
LEWIS V. HARCOURT, M.P.,
Secretary of State for the Colonies.

From the Governor General to His Majesty's Ambassador at Washington.

(105)
Canada.

GOVERNMENT HOUSE,
OTTAWA, October 24, 1911.

SIR,—I have the honour to enclose, for Your Excellency's information, copies of a despatch which I have addressed to the Right Honourable the Secretary of State for the Colonies, on the subject of the appointment of Commissioners under the boundary waters treaty.

I have, &c.,

(Sgd.) ARTHUR.

His Excellency
The Right Honourable
JAMES BRYCE, P.C., &c., &c., &c.

From the Governor General to the Secretary of State for the Colonies.

(Telegram.)

OTTAWA, October 24, 1911.

Referring to your telegram 24th October. Full Christian names Henry Absalom Powell and Charles Alexander Magrath.

ARTHUR.

From the Secretary of State for the Colonies to the Governor General.

(No. 931.)

Canada.

DOWNING STREET, November 18, 1911.

SIR,—With reference to previous correspondence I have the honour to transmit to Your Royal Highness for communication to your Ministers the accompanying Commission appointing Messrs. Casgrain, Powell and Magrath to be the British Commissioners under article 7 of the Boundary Waters Treaty of January 1909 with the United States of America.

2. His Majesty's Ambassador at Washington is being asked to inform the United States Government of the appointments.

I have the honour to be, sir,
Your Highness's most obedient, humble servant,

(Sd.) HARCOURT.

Governor General, His Royal Highness,
THE DUKE OF CONNAUGHT AND STRATHEARN, K.G., K.T., K.P.,
&c., &c., &c.

From the Governor General to the Secretary of State for the Colonies.
(Telegram.)

OTTAWA, November 18, 1911.

Referring to my telegram 23rd October, appointment of Commissioners under Boundary Waters Treaty. Canadian Government most anxious for reply.

ARTHUR.

SESSIONAL PAPER No. 119

From the Secretary of State for the Colonies to the Governor General.

(Telegram.)

LONDON, November 20, 1911.

Referring to your telegram of 18th November, commission signed went to you by Saturday's mail.

HARCOURT.

From the Under-Secretary of State for External Affairs to the Deputy-Minister of Public Works.

OTTAWA, November 27, 1911.

SIR,—I have the honour to inform you that a commission has been received from His Majesty the King appointing Messrs. T. C. Casgrain, K.C., H. A. Powell, K.C., and C. A. Magrath, Esq., to be His Majesty's Commissioners under Article VII of the treaty dated 11th January, 1909, relating to the Boundary Waters between Canada and the United States.

By the Prime Minister's instructions, I have sent this commission to be recorded in the office of the Registrar General, after which I am to forward it to Mr. Casgrain.

I have, &c.,

JOSEPH POPE,

Under-Secretary of State for External Affairs.

The DEPUTY MINISTER OF PUBLIC WORKS,
Ottawa.

From the Under-Secretary of State for External Affairs to H. A. Powell, Esq., K.C.

OTTAWA, November 27, 1911.

SIR,—I have the honour to inform you that His Royal Highness the Governor General has received a despatch from the Secretary of State for the Colonies, dated 18th instant, transmitting a commission signed by His Majesty the King, appointing yourself Messrs. T. Chase Casgrain and C. A. Magrath, British Commissioners under Article VII of the Boundary Waters Treaty with the United States of America, signed at Washington on the 11th January, 1909.

I have sent this commission to the office of the Registrar General to be recorded. On its return I will forward the original to Mr. Casgrain and a copy to yourself and Mr. Magrath.

I will also furnish you—I hope in a few days—with a set of the Confidential Prints of this department containing the history of the negotiations which led up to the Treaty of the 11th January, 1909, in so far as these negotiations are on record here. These prints are of a highly confidential character, and should be kept under lock and key. In the meantime I send you for your convenience, a copy of the Treaty and also copy of the Act of the Parliament of Canada, 1-2 George V, Cap. 25, confirming the same.

His Majesty's Ambassador at Washington has been asked by the Secretary of State for Foreign Affairs to inform the Government of the United States of these appointments.

I have, &c.,

JOSEPH POPE,

Under-Secretary of State for External Affairs.

H. A. POWELL, Esq., K.C.,
St. John, New Brunswick.

From the Under-Secretary of State for External Affairs to T. Chase Casgrain, Esq., K.C.

OTTAWA, November 27, 1911.

SIR,—I have the honour to inform you that His Royal Higness the Governor General has received a despatch from the Secretary of State for the Colonies, dated 18th instant, transmitting a commission signed by His Majesty the King, appointing yourself and Messrs H. A. Powell and C. A. Magrath British Commissioners under Article VII of the Boundary Waters Treaty with the United States of America, signed at Washington on the 11th January, 1909.

I have sent this commission to the office of the Registrar General to be recorded. On its return I will forward the original to you and a copy to each of your colleagues.

I will also furnish you, I hope, in a few days, with a set of the confidential prints of this department containing the history of the negotiations which led up to the Treaty of the 11th January, 1909, in so far as these negotiations are on record here. These prints are of a highly confidential character, and should be kept under lock and key. In the meantime, I send you, for your convenience, a copy of the Treaty and also copy of the Act of the Parliament of Canada, 1-2 George V., Cap. 25, confirming the same.

His Majesty's Ambassador at Washington has been asked by the Secretary of State for Foreign Affairs to inform the Government of the United States of these appointments.

I have, &c.,

JOSEPH POPE,

Under-Secretary of State for External Affairs.

T. CHASE CASGRAIN, Esq., K.C.,
Canada Life Building,
Montreal.

From the Under-Secretary of State for External Affairs to C. A. Magrath, Esquire.

OTTAWA, November 27, 1911.

SIR,—I have the honour to inform you that His Royal Highness the Governor General has received a despatch from the Secretary of State for the Colonies, dated 18th instant, transmitting a commission signed by His Majesty the King, appointing yourself and Messrs. T. Chase Casgrain and H. A. Powell, British Commissioners under Article VII of the Boundary Waters Treaty with the United States of America, signed at Washington on the 11th January, 1909.

I have sent this commission to the office of the Registrar General to be recorded. On its return I will forward the original to Mr. Casgrain and a copy to yourself and Mr. Powell.

I will also furnish you—I hope, in a few days—with a set of the confidential prints of this department, containing the history of the negotiations which led up to the Treaty of the 11th January, 1909 in so far as these negotiations are on record here. These prints are of a highly confidential character, and should be kept under lock and key. In the meantime I send you for your convenience, a copy of the Treaty and also a copy of the Act of the Parliament of Canada, 1-2 George V., Cap. 25, confirming the same.

His Majesty's Ambassador at Washington has been asked by the Secretary of State for Foreign Affairs to inform the Government of the United States of these appointments.

I have, &c.,

JOSEPH POPE,

Under-Secretary of State for External Affairs.

C. A. MAGRATH, Esq.,
315 Daly Avenue,
Ottawa.

P.C. 1859.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on the 11th August, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that Sir George Gibbons, of the city of London, Province of Ontario, Alexander P. Barnhill, of the city of St. John, Province of New Brunswick, and Aimé Geoffrion, of the city of Montreal, be appointed by His Majesty, Commissioners on the part of the United Kingdom pursuant to section 7 of the Treaty relating to Boundary Waters and questions arsing along the boundary between Canada and the United States, signed at Washington on the 11th January, 1909, and that each of the said Commissioners shall receive as compensation for his services the sum of seven thousand five hundred dollars per annum.

The Committee further advise that Your Excellency may be pleased to request the Right Honourable the Principal Secretary of State for the Colonies to advise His Majesty's Government that the said three persons are recommended for appointment as such Commissioners by Your Excellency in Council pursuant to the terms of said Article 7.

All which is respectfully submitted for approval.

RODOLPHE BOUDREAU,

Clerk of the Privy Council.

(P.C. 2471.)

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 23rd October, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that the Order in Council of the 11th August, 1911, with reference to the appointment of commissioners under provisions of section 7 of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States, signed at Washington on the 11th January, 1909, be cancelled.

RODOLPHE BOUDREAU.

Clerk of the Privy Council.

(P.C. 2472.)

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 23rd October, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that Thomas Chase Casgrain, of the City of Montreal, one of His Majesty's Counsel learned in the law; Henry A. Powell, of the City of St. John, one of His Majesty's Counsel learned in the law; and Charles A. Magrath, of the City of Ottawa, Topographical Surveyor, be appointed by His Majesty Commissioners on the part of the United Kingdom pursuant to section 7 of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States, signed at Washington, on the 11th January, 1909, and that each of the said Commissioners shall receive as compensation for his services the sum of seven thousand five hundred dollars per annum.

The Committee further advise that Your Royal Highness may be pleased to request the Right Honourable the Principal Secretary of State for the Colonies to advise His Majesty's Government that the said three persons are recommended for appointment as such Commissioners by Your Royal Highness in Council pursuant to the terms of said article 7.

All which is respectfully submitted for approval.

RODOLPHE BOUDREAU,

Clerk of the Privy Council.

(Copy.)

BRITISH EMBASSY,

WASHINGTON, April 21, 1911.

MY LORD,—I have the honour to transmit herewith, that clause of the appropriation Act passed at the termination of the 1st Congress which provides the legislation required by the last paragraph of Article XII of the Treaty on Boundary Waters and boundary questions.

It will be observed that the powers conferred on the Commission by this legislation are those specified in the article above mentioned. There was at one time some question as to whether legislation would not be required in order to give Canadian complainants access to the United States courts in injuries inflicted on them in Canadian territory as provided in paragraph 1 of Article 11. But after taking legal opinion it was decided that the treaty was sufficient in itself to effect this.

The United States Government are, I understand, anxious to arrange for an early convention of the Commission as there are several urgent and important questions awaiting reference to it. The appointment of the United States Commissioners was recently reported to Your Excellency.

I have the honour to be, my Lord,

Your most obedient, humble servant,

(Sgd.) JAMES BRYCE.

His Excellency,
The Right Honourable
The EARL GREY, G.C.M.G.,
&c., &c.

(Public—No. 525.)

H.R. 32909.

AN ACT MAKING APPROPRIATIONS FOR SUNDRY CIVIL EXPENSES OF THE GOVERNMENT FOR THE FISCAL YEAR ENDING JUNE THIRTIETH, NINETEEN HUNDRED AND TWELVE, AND FOR OTHER PURPOSES.

Be it enacted by the Senate and House of Representatives of the United States in Congress assembled,—That the following sums be, and the same are hereby appropriated, for the objects hereinafter expressed, for the fiscal year ending June thirtieth, nineteen hundred and twelve, namely:—

For salaries and expenses, including salaries of Commissioners, and salaries of clerks appointed by the Commissioners on the part of the United States with the approval solely of the Secretary of State, including rental and furnishing, after the passage of this Act, of offices at Washington, District of Columbia, and necessary travelling expenses, and for the one-half of all reasonable and necessary joint expenses of the International Joint Commission incurred under the terms of the treaty between the United States and Great Britain concerning the use of boundary waters between the United States and Canada, and other purposes, signed January eleventh, nineteen hundred and nine, seventy-five thousand dollars together with the balance unexpended July first, nineteen hundred and eleven, of the appropriation made for said Joint Commission for the fiscal year nineteen hundred and eleven—*Provided* That the salaries of the members of said Commission on the part of the United States shall be fixed by the President, and the amount appropriated for the payment of salaries and other expenses hereunder shall be disbursed under the direction of the Secretary of State; that said Commission or any member thereof shall have power to administer oaths and to take evidence on oath whenever deemed necessary in any proceeding or inquiry or matter within its jurisdiction under said Treaty, and said Commission shall be authorized to compel the attendance of witnesses in any proceedings before it or the production of books and papers when necessary by application to the circuit court of the United States for the circuit within which such session is held, which court is hereby empowered and directed to make all orders and issue all processes necessary and appropriate for that purpose.

P.C. 1850.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General on the 11th August, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that Sir George Gibbons, of the city of London, Province of Ontario, Alexander P. Barnhill, of the city of St. John, Province of New Brunswick, and Aimé Geoffrion, of Montreal, Province of Quebec, be appointed by His Majesty, Commissioners on the part of the United Kingdom pursuant to section 7 of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States, signed at Washington on the 11th January, 1909, and that each of the said Commissioners shall receive as compensation for his services the sum of seven thousand five hundred dollars per annum.

The Committee further advise that Your Excellency may be pleased to request the Right Honourable the Principal Secretary of State for the Colonies to advise His Majesty's Government that the said three persons are recommended for appointment as such commissioners by Your Excellency in Council pursuant to the terms of said Article 7.

All which is respectfully submitted for approval.

(Sgd.) RUDOLPHE BOUDREAU,
Clerk of the Privy Council.

The Honourable
The Minister of Public Works.

(Copy.)

August 17, 1911.

AIMÉ GEOFFRION, Esq.,
Montreal, P.Q.

SIR,—I am directed to advise you of your appointment as a Commissioner on the part of the United Kingdom, pursuant to section 7 of the treaty relating to boundary waters and questions arising along the boundary between Canada and the United States, signed at Washington, on the 11th January, 1909, and to state that the compensation to be paid for your services as such has been fixed by Council at $7,500 per annum.

I enclose herewith a copy of the order in council that has been passed in this connection.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) R. C. DESROCHERS,
Secretary.

(Copy.)

AUGUST 17, 1911.

ALEXANDER BARNHILL, Esq.,
St. John, N.B.

SIR,—I am directed to advise you of your appointment as a Commissioner on the part of the United Kingdom, pursuant to section 7 of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States, signed at Washington, on the 11th January, 1909, and to state that the compensation to be paid for your services as such has been fixed by Council at $7,500 per annum.

I inclose herewith a copy of the Order in Council that has been passed in this connection.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) R. C. DESROCHERS,
Secretary.

(2756)

(Copy.)

AUGUST 17, 1911.

Sir GEORGE GIBBONS,
London, Ont.

SIR,—I am directed to advise you of your appointment as a commissioner on the part of the United Kingdom, pursuant to section 7 of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States, signed at Washington, on the 11th January, 1909, and to state that the compensation to be paid for your services as such has been fixed by council at $7,500 per annum.

I inclose herewith a copy of the Order in Council that has been passed in this connection.

I have the honour to be, sir,
Your obedient servant,

(Sgd.) R. C. DESROCHERS,
Secretary.

MONTREAL, August 18, 1911.

R. C. DESROCHERS, Esq., Secretary,
Department of Public Works,
Ottawa.

SIR,—I beg to acknowledge yours of the 17th informing me of my appointment as a member of the International Waterways Commission.

If I have any particularity to fulfil before acting, please be good enough to let me know.

Yours truly,

AIME GEOFFRION.

LONDON, ONT., August 18, 1911.

R. C. DESROCHERS, Esq., Secretary,
Department of Public Works,
Ottawa, Ont.

DEAR SIR,—I beg to acknowledge the receipt of your letter of the 17th instant, addressed to Sir George Gibbons, in reference to his appointment as a Commissioner, which I am acknowledging on his behalf owing to his absence in England. Might I ask whether this appointment will interfere with Sir George continuing his private practice of law in the future?

I have the honour to be, sir,
Your obedient servant,

(Sgd.) GEO. S. GIBBONS.

St. John, N.B., August 19, 1911.

Dear Sir,—I beg to acknowledge receipt of your favour of the 17th instant, informing me that I have been appointed as a commissioner on the part of the United Kingdom pursuant to section 7 of the Treaty of the 11th January, 1909, together with a copy of the Order in Council therewith inclosed.

Yours very truly,

(Sgd.) A. P. BARNHILL.

R. C. Desrochers, Esq., Sec.,
Department of Public Works,
Ottawa.

Ottawa, 5th September, 1911.

Sir,—I have the honour to enclose copy of a despatch to His Excellency from His Majesty's Ambassador at Washington, in regard to the date of meeting of the International Joint Commission under the Boundary Waters Treaty.

It would seem that Mr. Bryce has overlooked the fact that the Order in Council of the 11th August was only a recommendation by the Canadian Government of appointments which will be formally made by His Majesty the King as provided in Article 7 of the treaty.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) W. H. WALKER,
Acting Under-Secretary of State for External Affairs.

The Deputy Minister of Public Works,
Ottawa.

British Embassy,
Seal Harbour, Maine,
August 26, 1911.

My Lord,—I had the honour to communicate to the Secretary of State the names of the gentlemen appointed by the Canadian Government as Commissioners in accordance with the provisions of Article VII of the Boundary Waters Treaty of January 11, 1909.

The Acting Secretary of State in acknowledging this communication inquires when it will be convenient for the Canadian Commissioners to meet the Commissioners of the United States.

From communications received from time to time in Washington I know that the United States Government are desirous that the meeting should take place as soon as convenient, as there are several questions of importance to be submitted to the Commission as soon as possible.

I have the honour to be, my Lord,
Your Excellency's most obedient humble servant,

(Sgd.) JAMES BRYCE.

His Excellency
The Right Honourable
The Earl Grey, G.C.M.G., &c., &c., &c.,
The Governor General.

5th September, 1911.

SIR,—I have the honour to acknowledge receipt of your favour of the 5th inst. enclosing copy of despatch from His Majesty's Ambassador at Washington in regard to the date of meeting of the International Joint Commission to the Boundary Waters Treaty. I note your surmise in the second paragraph of your letter, but assume there is nothing that I can do in the matter. I presume the attention of Mr. Bryce has been called to the necessity of His Majesty the King formally ratifying the appointment of these Commissioners.

Yours very truly,
(Sgd.) J. B. HUNTER,
Deputy Minister.

The Under-Secretary of State for External Affairs.
Ottawa.

OTTAWA, 9th September, 1911.

DEAR SIR,—In reply to your letter of the 5th instant Mr. Bryce's attention has been called to the fact that the Commissioners' appointment, under Article 7 of the Boundary Waters Treaty, must be made by His Majesty the King. I should be glad, however, to learn from you when it will be convenient for the Canadian Commissioners to meet the Commissioners of the United States.

Yours very truly,
(Sgd.) JOSEPH POPE,
Under-Secretary of State for External Affairs.

J. B. HUNTER, Esq., B.A.,
Deputy Minister of Public Works,
Ottawa.

12th September, 1911.

DEAR SIR GEORGE,—I have not heard whether you are yet back from the old country, but I am sending this letter on to London on the chance of your having returned.

Enclosed you will find copy of a communication from the Under Secretary of State for External Affairs desiring to know when it would be convenient for the Canadian Commissioners to meet the Commissioners of the United States. Of course, as you are aware, the Order in Council of the 11th of August was only a recommendation by the Canadian Government of appointments, which will be formally made by His Majesty the King, as provided in Article 7 of the treaty. Until that is done, I presume no formal official conference between the two sections of the International Joint Commission could be held, but, doubtless, in any event, before such meeting takes place, you will desire to have the Canadian Commissioners meet and organize the Canadian section.

Will you kindly advise me, at your convenience, what steps are being taken along these lines?

Yours very truly,
(Sgd.) J. B. HUNTER,
Deputy Minister.

Encl.
Sir GEORGE GIBBONS,
London, Ont.

INTERNATIONAL WATERWAYS COMMISSION,
CANADIAN SECTION,
LONDON, ONT., Sept 13th, 1911.

DEAR SIR,—I have been waiting for the official confirmation which seems to be necessary before arranging for a meeting of the Commission.

I am afraid there would not be much object in having a meeting of the Canadian section for the mere purpose of organization. My idea was that just as soon as the commission was issued, we would arrange for a meeting of the Canadian section immediately prior to the meeting of the commission as a whole, which will have to be held in Washington. I wish you would reply to Mr. Pope and say that the Canadian section will be ready to meet the American section just as soon as we are authorized to do so. If Mr. Pope thinks that we should not wait for the official appointment, I will be ready for a meeting at any time on a few days' notice.

Yours truly,

(Sgd.) GEO. C. GIBBONS.

J. B. HUNTER, Esq.,
Deputy Minister of Public Works,
Ottawa, Ont.

(2756-1) September 18, 1911.

DEAR SIR,—Referring to your letter of the 9th instant, I beg to say that I have written Sir George Gibbons in regard to arranging for a meeting of the Boundary Waters Commission, and he replies that there would not be much object in having a meeting of the Canadian section for the mere purpose of organization, and that his idea is that just as soon as the commission is issued, arrangements would be made for a meeting of the Canadian section immediately prior to the meeting of the commission as a whole, which will have to be held in Washington. The Canadian section, Sir George states, will be ready to meet the American section just as soon as authorized to do so.

Please let me know your opinion as to whether the Canadian section of the commission should wait for the official appointment before meeting the American section.

Yours very truly,

(Sgd.) J. B. HUNTER,
Deputy Minister.

JOSEPH POPE, Esq.,
Under Secretary of State for External Affairs,
Ottawa.

From the Secretary of State for the Colonies to the Governor General.

(Telegram.)

LONDON, September 21, 1911.

Your telegram of September 6. Names of Commissioners are being submitted to His Majesty and Ambassador has been authorized to proceed informally with arrangements for meeting of commission pending formal appointment.

(Sgd.) HARCOURT.

SESSIONAL PAPER No. 119

(Telegram.)

DEPARTMENT OF PUBLIC WORKS,
OTTAWA, September 29, 1911.

Minister suggests advisable that you notify other Commissioners, Mr. Barnhill and Mr. Geoffrion, to meet you Ottawa as soon as possible to organize commission preparatory to meeting in Washington. Kindly wire me whether, after you communicate with other commissioners, you can all arrange to be Ottawa Monday next.

(Sgd.) J. B. HUNTER,
Deputy Minister.

To Sir GEORGE GIBBONS, K.C.,
London, Ont.

(P.C. 2471.)

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 23rd October, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that the Order in Council of the 11th August, 1911, with reference to the appointment of Commissioners under the provisions of section 7 of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States, signed at Washington on the 11th January, 1909, be cancelled.

(Sgd.) RUDOLPHE BOUDREAU,
Clerk of the Privy Council.

The Honourable,
The Minister of Public Works.

P.C. 2472.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 23rd October, 1911.*

The Committee of the Privy Council, on the recommendation of the Minister of Public Works, advise that Thomas Chase Casgrain of the City of Montreal one of His Majesty's Counsel learned in the law, Henry A. Powell, of the city of St. John, one of His Majesty's Counsel learned in the law and Charles A. Magrath, of the city of Ottawa, topographical surveyor, be appointed by His Majesty, Commissioners on the part of the United Kingdom pursuant to section 7 of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States signed at Washington on the 11th January, 1909, and that each of the said Commissioners shall receive as compensation for his services the sum of seven thousand five hundred dollars per annum.

The committee further advise that Your Royal Higness may be pleased to request the Right Honourable the Principal Secretary of State for the Colonies to advise His Majesty's Government that the said three persons are recommended for appointment as such Commissioners by Your Royal Highness in Council pursuant to the terms of said Article 7.

All which is respectfully submitted for approval.

(Sgd.) RUDOLPHE BOUDREAU,
Clerk of the Privy Council.

The Honourable
The Minister of Public Works.

2 GEORGE V., A. 1912

November 28, 1911.

SIR,—Referring to my letter of the 17th August last advising you of your appointment as one of three Commissioners on the part of the United Kingdom, pursuant to section 7, of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States, signed at Washington, on the 11th January, 1909, and enclosing a copy of the Order in Council which was passed on the 11th of that month in this respect, I am directed to inform you that a subsequent Order in Council was passed on the 23rd October last cancelling the previous order above mentioned. I am enclosing a copy of this latter Order in Council.

I am directed further to adivse you that the Department has been notified by the Under Secretary of State for External Affairs that a commission has been received from His Majesty, the King, appointing Messrs. T C. Casgrain, K.C., and H. A. Powell, K.C., and C. A. Magrath, Esq., to be His Majesty's Commissioners under Article VII of the said Treaty dated 11th January, 1909, above referred to.

I have the honour to be, sir,

Your obedient servant,

(Sgd.) R. C. DESROCHERS,

Secretary.

Sir GEORGE GIBBONS, K.C.,
London, Ont.

November 28, 1911.

SIR,—Referring to my letter of the 17th August last advising you of your appointment as one of three Commissioners on the part of the United Kingdom, pursuant to section 7, of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States signed at Washington, on the 11th January, 1909, and enclosing a copy of the Order in Council which was passed on the 11th of that month in this respect, I am directed to inform you that a subsequent Order in Council was passed on the 23rd October last cancelling the previous order above mentioned. I am enclosing a copy of this latter Order in Council.

I am directed further to advise you that the Department has been notified by the Under Secretary of State for External Affairs that a commission has been received from His Majesty, the King, appointing Messrs. T. C. Casgrain, K.C., H. A. Powell, K.C., and C. A. Magrath, Esq., to be His Majesty's Commissioners under Article VII of the said Treaty dated 11th January, 1909, above referred to.

I have the honour to be, sir,

Your obedient servant,

(Sgd.) R. C. DESROCHERS,

Secretary.

AIMÉ GEOFFRION, Esq., K.C.,
Montreal, P.Q.

November 28, 1911.

SIR,—Referring to my letter of the 17th August last advising you of your appointment as one of three Commissioners on the part of the United Kingdom, pursuant to section 7 of the Treaty relating to Boundary Waters and questions arising along the boundary between Canada and the United States, signed at Washington, on the 11th January, 1909, and enclosing a copy of the Order in Council which was passed on the 11th of that month in this respect, I am directed to inform you that a subsequent

Oorder in Council was passed on the 23rd October last cancelling the previous order above mentioned. I am enclosing a copy of this latter Order in Council.

I am directed further to advise you that the Department has been notified by the Under-Secretary of State for External Affairs that a commission has been received from His Majesty the King, appointing Messrs. T. C. Casgrain, K.C., H. A. Powell, K.C., and C. A. Magrath, Esq. to be His Majesty's Commissioners under Article VII of the said treaty dated 11th January, 1909, above referred to.

I have the honour to be, sir,

Your obedient servant,

(Sgd.) R. C. DESROCHERS,

Secretary.

A. P. Barnhill, Esq., K.C.,
39 Princess St., St. John, N.B.

RETURN

(120)

To an Address of the House of Commons, dated November 29, 1911, praying for a copy of all correspondence since July 1, 1896, to the present date, between the Government of Canada and the governments of the several provinces on the subject of assistance to provincial railways and other provincial public works.

W. J. ROCHE,

Secretary of State.

Ottawa, March 1, 1912.

Department of Railways and Canals,
Ottawa, January 11, 1912.

Sir,—I have the honour, by direction, to state in reply to an Address of the House of Commons dated November 29, 1911, that in so far as the Department of Railways and Canals is concerned, there does not appear to have been any correspondence since July, 1896, with the governments of the several provinces on the subject of assistance to provincial railways and other provincial public works.

I have the honour to be, sir,
Your obedient servant,
L. K. JONES,
Secretary.

Thomas Mulvey, Esq.,
Under Secretary of State,
Ottawa.

P.C. 259.

To the Right Honourable Sir Wilfrid Laurier, P.C., Premier of the Dominion of Canada, and the Honourable the Government of Canada.

The Petition of the Undersigned Respectfully Sheweth:

Your petitioners are residents, settlers and property owners in the agricultural municipalities of Delta, Surrey, Langley, Matsqui, Sumas, and Chilliwack, in the district of New Westminster, in the Province of British Columbia.

Your petitioners desire to urge the great necessity existing, for railway communication between the municipal districts and the coast cities of the province by means of a bridge over the Fraser river at the city of New Westminster, thereby giving us access to the markets of our own province.

That the section of country in which your petitioners reside, has not enjoyed, in common with more favoured portions of the Dominion, the great measure of prosperity that has been vouchsafed, during the past few years. This fact is largely owing to the almost utter lack of facilities for reaching our markets.

That the lands within the municipalities referred to are largely undeveloped, waste and unproductive and in great need of population.

That your petitioners believe the construction of the proposed railway and bridge, will very materially assist in promoting a change in the existing order of things by affording a means of ready access to the markets; it will also cause a large influx of population, and thus the lands will become developed and productive.

Your petitioners beg respectfully to direct the attention of the Honourable the Government of the Dominion to the fact that a similar petition, is now being prepared for presentation, strongly urging the Provincial Government of British Columbia, to construct, to a point at least as far east as Chilliwack, and operate as a provincial work, this very important railway and bridge connection with the coast cities.

Your petitioners also pray, that a liberal subsidy may be granted at the ensuing session to aid in such government construction of both railway and bridge.

And as in duty bound your petitioners will ever pray.

We the undersigned residents in parts of province other than those in which the above petitioners reside, heartily endorse the above petition, and beg most earnestly to press its prayer upon the attention of the government.

Names.	Place of Residence.	P. O. Address.
C. H. Lloyd	St. Elmo.	St. Elmo, B.C.
J. W. Sutherland	"	"
Geo. Vance	Ruby Creek	Ruby Creek.
W. Crey	St. Elmo.	"
W. Boxley	"	"
J. Johnson	"	"
Frank McKay	Kats Landing	"
C. Inkman	Agassiz	Agassiz and Ruby Creek.
B. Vance	"	" "
H. Fooke	Ruby Creek	Ruby Creek.
J. C. Faucher	St. Elmo.	St. Elmo P. O.

P.C. 1941 1902.

PRIVY COUNCIL, CANADA,
THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA,
AT GOVERNMENT HOUSE,
VICTORIA, B.C., December 20, 1902.

SIR.—I have the honour to transmit to you herewith, a copy of a Minute of the Executive Council, approved by me on the 15th instant, covering an application to the Governor General in Council for approval of the construction of a bridge across the Fraser river at New Westminster.

This application is made in accordance with the provisions of 'An Act respecting certain works constructed in or over navigable waters,' Cap; 92 R. S. Canada.

I have the honour to be, sir,

Your obedient servant,

(Sgd.) H. G. JOLY DE LOTBINIERE,

Lieutenant Governor.

The Honourable the Secretary of State,
Ottawa, Canada.

SESSIONAL PAPER No. 120

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.

COPY *of a Report of a Committee of the Honourable the Executive Council, approved by His Honour the Lieutenant-Governor on the 15th day of December, 1902.*

The Committee of Council have had before them the report, hereto annexed, of the Chief Commissioner of Lands and Works referring to the bridge that the Provincial Government proposes to construct across the Fraser river and intimating that the provisions of 'An Act respecting certain works constructed in or over navigable waters', being Chapter 92 of the Revised Statutes of Canada had been complied with, and recommending that application be made to the Governor in Council for approval of the said undertaking.

The Committee concur in the said recommendation and advise that a copy of this Minute, if approved, be forwarded to the Honourable the Secretary of State.

VICTORIA, December 13, 1902.

(Sd.) W. W. B. McINNES,
Clerk, Executive Council.

To His Honour the Lieutenant-Governor in Council:

The undersigned has the honour to report for the consideration of the Council the following: That due notice having been given, in pursuance of the statute in that behalf being Revised Statutes of Canada, Chapter 92, in the *British Columbia Gazette* of the sixth November, 1902, that this Government would proceed with the construction of a certain bridge over the navigable waters of the Fraser river at New Westminster, B.C., and that the plans and specifications had been deposited in the office of the Minister of Public Works of Canada at Ottawa and in the office of the District Registrar of Titles, New Westminster, B.C., and that application will be made after the expiration of one month from the date of said notice to the Governor General in Council for authorization and approval of said works, plans and specifications, and to recommend that this application be made in accordance with the said notice, and that a copy of this Minute, if approved, be forwarded to the Secretary of State through the usual channel.

Dated this sixth day of December, A.D. 1902.

W. C. WELLS,
Chief Commissioner of Lands and Works.

P.C. 203.

CERTIFIED *copy of a Report of the Committee of the Privy Council, approved by His Excellency the Governor General, on the 10th February, 1903.*

The Railway Committee of the Privy Council, submit an Order of the said railway committee approving of the plans and site of a proposed highway and railway bridge to be built by the Department of Lands and Works, of the Province of British Columbia, across the Fraser River at New Westminster, B.C., as shown on the said plans; the detail plans of the said bridge superstructure and of the substructure respectively, to be submitted to and approved by the government Chief Engineer of Railways and Canals before the commencement of the work on said superstructure and substructure, respectively, all subject to the approval of the Governor General in Council.

The committee recommend that the said order of the Railway Committee be approved accordingly.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

(Order.)

The Department of Lands and Works of the Province of British Columbia, having applied, pursuant to the Railway Act, to the Railway Committee of the Privy Council of Canada, for approval of the plans and proposed site of a highway and railway bridge to be constructed by that department across the Fraser River at New Westminster as shown on the plans submitted and filed under No. 19619 and the Department of Public Works of Canada, having reported that there is no objection to the proposed structure, the said committee, after due consideration, hereby approves of the plans and proposed site of the said bridge, the detail plans of the said bridge superstructure and of the substructure, respectively, to be submitted to and approved by the government Chief Engineer of Railways and Canals before the commencement of the work on said superstructure and substructure, respectively, all subject to the approval by His Excellency the Governor in Council, on a joint report thereon from the Honourable the Ministers of Railways and Canals and Public Works.

(Sgd.) ANDW. G. BLAIR,
Chairman.

OTTAWA, February 3, 1903.
(Certified true copy.)

P.C. 547.

To the Right Honourable
Sir WILFRID LAURIER, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Privy Councillor and President of the King's Privy Council in and for the Dominion of Canada.

The Memorial of the Legislative Assembly of the Province of Ontario.

HUMBLY SHEWETH:

That there is now being constructed by a board of commissioners, appointed under the authority of an Act of the Legislature of this province, a railway from North Bay to the head of Lake Timiskaming,—a distance of one hundred and twelve miles, —known as the Temiskaming and Northern Ontario railway.

That in projecting the said railway the Legislature deemed it of the utmost importance to afford access to the arable lands known as the great clay belt of New Ontario and estimated to contain sixteen million acres, being an area almost as great as that of the lands now under cultivation in the older districts of Ontario.

That the settlement of the said clay belt is of the utmost importance to the Province of Ontario, as it would furnish homes for many thousands of our young men who are disposed, on account of the occupation of the farm lands in the older parts of the province, to settle in other parts of Canada or possibly to remove to the United States.

That, by the settlement of these lands, a widened market would be furnished for the various industries of the province, and the addition in wealth and population resulting would the better enable Ontario to maintain her relative position among the other provinces of the Dominion.

That this Legislature believed that the construction of a railway under its own authority, and not as a matter of private enterprise was in the public interest as affording greater control over rates for passengers and freight, and such connections

with other railway lines as might the more efficiently serve the best interests of the people.

That in the settlement of the newer districts of Ontario and in the development of the resources of the country, this Legislature while contributing to the wealth of the whole Dominion is assuming burdens for which under our constitution there is no return, as the subsidy from the Dominion is based not upon the increase of the population from one decade to another, but upon the population fixed at the time of Confederation and that accordingly one of the great advantages to be derived from the burdens assumed by this Legislature accrues to the Dominion and not to the province.

That, in view of the projection of the Grand Trunk Pacific railway, the Temiskaming and Northern Ontario railway will be of material advantage to the Dominion of Canada, inasmuch as it will afford immediate connection with older Ontario and important facilities for the transportation of supplies for construction purposes, and to that extent reduce the cost of the Grand Trunk Pacific to the Dominion of Canada.

That with the usual subsidy from the Dominion Government this Legislature might be encouraged, providing its income from other demands upon the Treasury Department were not impaired, to continue said railway as far as James Bay, thus affording another seaport for the Dominion of Canada, which might be of great practical utility in trans-Atlantic trade in the near future.

That, in view of the burdens which the Province of Ontario will necessarily bear, by reason of its large population and wealth, in the construction of a considerable portion of the Grand Trunk Pacific, and in view of the contribution which the construction of the Temiskaming and Northern Ontario Railway will necessarily make to the population of Canada and in view of the subsidies already granted to other railways of no greater importance, in the opinion of your memorialists, as a public enterprise than the said Temiskaming and Northern Ontario railway, your memorialists would earnestly press upon the attention of the Dominion Government the propriety of granting the usual subsidy of three thousand two hundred dollars per mile to the said railway and any extension thereof and such additional subsidy as other railways under similar circumstances are allowed.

And your memorialists as in duty bound will ever pray.

(Sgd.) W. A. CHARLTON.

Speaker of the Legislative Assembly of the Province of Ontario.

(174135) OTTAWA, September 11, 1396.

To the Hon. J. I. TARTE,
Minister of Public Works, Ottawa.

DEAR SIR,—In the interview with the deputation from the farmers' convention from the Fraser River valley British Columbia which you were kind enough to grant this morning, I understood you to say that the Dominion Government would be prepared to at once despatch an engineer—who possessed special knowledge of the control of rivers which are subject to floods and changes in their course of flow—to the Fraser River valley in British Columbia in order to act in conjunction with an engineer to be appointed by the provincial government with a view to making a joint report to their respective governments on the best and most economical mode of procedure for protecting the lands now subject to overflow from damage from floods; also that the said engineers should report upon the area of land which can be

effectively so protected and the cost of the necessary works which would have to be operated, each government to bear the expense of its own engineer. That in event of the report of the engineers proving satisfactory to the two governments that negotiations should then be entered into as to what proportion each government should bear in the necessary expenditure for carrying out the projected works.

If I am correct in my judgment of the result of our interview I shall be obliged by your informing me of the same and I would ask that the engineer appointed by the Dominion Government be instructed as soon as possible to put himself in communication with the Chief Commissioner of Lands and Works at Victoria who will at once associate him with the engineer to be appointed by the provincial government.

I am, dear sir,

Yours faithfully,

(Sgd.) JAMES BAKER,

Provincial Secretary B.C.

No. 174135. September 14, 1896.

Dear Colonel Baker,—In reply to your letter of the 11th instant, I am glad to be able to inform you that I will be disposed to co-operate with your government in reference to the examination of the Fraser River in British Columbia, to which you refer in that letter.

I will, as soon as session is ended, take steps to appoint an engineer, who will act in conjunction with the one who will be appointed by your government for the above purpose.

It is to be understood of course, that the direction of the survey will be in the hands of the engineer appointed by my department, in order to be able to take advantage of the survey which has already been begun by us, and on which we have already expended a considerable sum of money.

The expenditure in connection with this survey will be jointly defrayed by your government and my department.

Believe me, dear Colonel Baker,

Yours very truly,

(Sgd.) J. I. TARTE.

Hon. Jas. Baker,

Provincial Secretary of British Columbia, Ottawa.

File No. 2494—9 B.

No. 178843.

Victoria, B.C., December 23, 1897.

To Hon. J. I. Tarte, Ottawa.

This Government had not been advised until quite recently that a vote was passed in House of Commons for protection works at Revelstoke. No vote was passed by provincial legislature towards such work nor was it contemplated. No arrangement for co-operation made.

(Sgd.) J. H. TURNER.

SESSIONAL PAPER No. 120

File No. 2494—9 B.
No. 189239

655 K.

PRIVY COUNCIL, CANADA.

PROVINCE OF BRITISH COLUMBIA,
GOVERNMENT HOUSE,
VICTORIA, B.C., January 10, 1898.

SIR,—I have the honour to transmit herewith, a certified copy of an approved Minute dated December 30 last, with the report therein mentioned, expressive of the willingness of my Government to contribute the sum of $15,000 towards the cost of the erection of permanent works at the Town of Revelstoke, in this province, to protect the banks of the Columbia River from the action of its waters at that place. The plans therefor as prepared by my government's engineer will be forwarded you by express.

I have the honour to be, sir,
Your obedient servant.
(Sgd.) THOS. R. McINNES,
Lieutenant Governor.

The Hon. the SECRETARY OF STATE,
Ottawa, Canada.

File No. 2494—9 B.
No. 189239.

PROVINCE OF BRITISH COLUMBIA.

CERTIFIED *copy of a Report of a Committee of the Honourable the Executive Council, approved by His Honour the Lieutenant-Governor on the 30th day of December, 1897.*

On a memorandum from the Honourable the Chief Commissioner of Lands and Works, dated December 29, 1897, enclosing a copy of a report dated December 13, 1897, from F. C. Gamble, Esq., C.E., upon the cause of, and method by which the washing away of the banks of the Columbia river at Revelstoke may be permanently arrested, the Minister calls attention to the imminent danger of the destruction of large areas of valuable ground at the next season of high water in this navigable river, and that the townsite is the property of the Dominion Government who are most interested in its preservation, and recommends that the Provincial Government agree to contribute one-third of the cost of the necessary permanent protection works, not to exceed $15,000 provided the Dominion Government undertake to carry out the works without delay. And the Minister further recommends that the report and accompanying plans, together with a copy of this Minute if approved, be at once forwarded to the Honourable the Minister of the Interior with a request that he will move his Government to such measures and immediate action as the urgency of the matter requires.

The Committee of Council advise approval of the foregoing recommendation.

(Sgd.) JAMES BAKER,
Clerk, Executive Council.

File No. 2494—9 B.
No. 189239.

NELSON, B.C., December 13, 1897.

SIR,—I have the honour to inform you that in accordance with the instructions contained in your letter of October 13 last, I have made a survey and examination of the Columbia river at Revelstoke for the purpose of devising and suggesting a method by which the washing away of the river bank at that place may be permanently arrested, and now beg to submit for your consideration the following report embodying, besides a brief description of the natural characteristics of the vicinity, suggestions as to the best manner of affording the protection required, and an estimate of the cost of the proposed works.

Appended hereto are the following plates:—

No. 1. A general plan of the Columbia river in the neighbourhood of Revelstoke embodying the town site, and extending from the 'big eddy' to a point below the smelter, a distance of 1·97 miles, plotted to a scale of 300 ft. to 1 inch.

No. 2. Cross sections of river from section 'A' above the bridge to section No. 3 below, inclusive. These sections owing to their great length have been platted on the distorted scale of 20 feet to the inch vertically and 100 feet to the inch horizontally.

No. 3. Cross sections of the river from section No. 4 to section No. 11, inclusive, platted to the natural scale of 40 feet to the inch.

No. 4. Plan and sections from 'C' to 'E' showing the proposed method of protection.

The above plates will be frequently referred to in the course of this report where necessary by numbers given above.

Severe weather having set in before all the necessary information could be obtained, the work has been carried on at great disadvantage. Revelstoke lies, so to speak, at the meeting point of several converging valleys, and in consequence, the banks of the river are exposed to the full force of the wind which at times blows so heavily as to make instrumental work often a matter of difficulty, and, at times, impossible.

The land comprising the townsite of Revelstoke outside of lots now owned by private parties and by the local Government, is held in the following manner:—

1. The Dominion Government controls the land (*a*) of the old townsite of 'Farwell' which extends from the railway bridge as far east as Wales street, and (*b*) between Ford and Government streets, in the newly built portion of the town.

2. The Columbia and Kootenay Steam Navigation Company own the property between Ford and Wales streets.

3. The Smelter Company own all the land lying east of Government street up to the railway's property, and down the river to the smelter.

4. The Canadian Pacific Railway hold the remaining unsold portion of the site lying to the east and north of the smelter property.

The boundaries of the several properties above described and defined on the general plan (Plate No. 1) by heavy dotted lines.

The adjacent land both north and south of the town, as well as on the opposite side, is still controlled for the most part by the Dominion Government.

The town is laid out on the east and left bank of the Columbia river, on what may be termed a terraced bench, of no great width, formed by a deposition of alternate layers of strata (not always strictly horizontal) of sand and gravel, superimposed upon a bed of clay (Plate No. 3) along the base of the mountain lying in the angle of the confluence of the Columbia river and Illicilliwaet river. The ground occupied by the old town, formerly called Farwell, which stretches down stream about 2,700 feet below the bridge, is at an elevation of from 36·8 feet to 41·2 above the level of water recorded last November, and from 15·5 feet to 22·3 feet above the highest water recorded, that of the freshet of 1894. (Plate No. 2). The ground then rises 27 feet to the terrace or upper bench on which many new residences and business houses, all the new churches,

public schools and court house lately built (Plates 1 and 3); this terrace or upper bench continues for 3,200 feet to the smelter where the ground drops to 27 feet above the low water stage above referred to (Sec. 11 Plate No. 3).

The Canadian Pacific Railway, upon leaving the canyon of the Illicilliwaet river on its westward course, skirts the margin of the bench close to the foot hills for about three miles, and then, turning to the left traverses the bench to the Columbia river, which it crosses by a timber bridge. From the foregoing description, taken together with the general plan (Plate No. 1) it will be observed that the greater and most valuable part of the townsite, viz., that on which the principal buildings are built, is confined to a narrow strip of land lying between rugged mountains and a large, rapid and ever encroaching river.

The railway bridge is about 1,100 feet in length and is composed of two spans of about 104 and and 120 feet respectively, 4 spans of about 154 feet each (all the spans were measured approximately from centre to centre of piers) and about 260 feet of trestling. The piers are 6 in number of which 5 are about 8 feet in width and about 63 feet long over all, that is measured from the rose of the cut water to the lower end, while the remaining one is about 4 feet wide by the same length.

At the present time the piers stand about parallel with the direction of the current (Plate No. 1) four only obstructing the stream at low water. The pier of the shore span on the east side stands on cribwork which extends now about 25 feet into the river acting like a wing-dam. It was doubtless built first well into the bank, but its effect, together with that of the piers, on the current has caused the bank both above and below to recede. The piers with this cribwork reduce the waterway at the bridge site at ordinary high water by 71 feet or about 1/13 of the total width. At extreme high water when the flats opposite the town are flooded the flow is further obstructed by an earth embankment which has lately taken the place of trestle work formerly reaching from the bridge to the ridge near the 'big eddy.' A gap, however, has been left in this embankment with the intention of affording passage for the water when the flats are overflowed.

The erosion of the river bank in the vicinity of Revelstoke is confined to the east or left hand side, on which the town stands, and prevails from the 'big eddy,' some 4,500 ft. above the railway bridge, to point 'G' below the smelter (Plate No. 1) a total distance of 10,400 ft. Of this latter distance 5,900 ft. represents the river frontage of the town. No cutting of the bank goes on, except the wasting away due to seepage, during low water as the current at that time flows steadily the water being clear, between shelving beaches of gravel and sand. As the river rises during the warm weather the water, charged with sediment, attacks with increasing energy the successive friable strata of the concaved bank. As this bank recedes the shelving beach opposite builds out.

The destructive force of the current, serious enough when exerted uninterruptedly against the bed on bank of a river composed of unstable material, is aggravated by the presence of any obstruction which checks the free flow of the water.

Obstructions may be either drift wood or snags, piers, or abutments of bridges, embankment or wing-dams or in fact anything the tendency of which is to back up and thereby disturb the existing conditions. It has probably been observed that a strong current may flow for years, without attacking either the bank or bed of the stream although both may consist of easily moved material. This means that the resistance of the bed and the force of the current are in equilibrium. As soon, however, as the flow is interrupted by wing-dams or any like obstructions, no matter how slight, equilibrium is destroyed, and both bed and bank are disturbed.

Such appears to have been the case at Revelstoke. Before the bridge was built the erosion of the concave bank from the 'big eddy' past the townsite though constant was comparatively slight, and could have been stopped at a small cost. As soon how-

ever as the piers were built, their design and position relative to the current being of marked importance, the direction and flow of the current was interrupted and changed, whereby counter currents and eddies were generated, the natural effort of the river to adapt itself to the new condition. The deepening of the bed both between and below the piers followed, the excavated material being carried down stream enlarging and extending in a compact manner the bars in that direction. To ensure the safety of the piers large quantities of loose rock were afterwards thrown into the river around them. This again compelled the river to readjust itself. This enlargement of the bar forced the current at a more acute angle against the bank below (Sec. 4 Plate No. 1).

A comparison of Sec. 'A' with Sec. 'B' taken along the centre of the bridge will give some idea of the modifications that have taken place. Since 1894 the bridge superstructure has been renewed and the ridges appearing between pier No. 1 and on the east side (Sec. at Bridge Plate No. 2) seem to indicate that the position of some of the piers have been changed. The eddies about the bridge soon attacked the east bank with the result that the cribwork there, doubtless intended as an abutment, it could serve no other useful purpose, soon became a wing-dam possessing all the damaging characteristics attributable to such structures.

The effect of this unintentional wing-dam is shown on Sec. No. 1 (Plate No. 2) where a deep hole appears close to the toe of the mattress. Both above and below the bridge during the freshet of 1894, the cutting became of such a serious nature as not only to endanger the safety of the part of the old town, but also that of the bridge. During the next winter the Dominion jointly with the local government undertook the protection of the bank, for a distance of 1,600 feet by means of brush mattresses laid along the face of the bank. The effort was successful. The railway company the following season continued the brush protection, though not in as substantial a manner, for some few hundred feet up stream as far as the brewery (Plate No. 1).

The substitution of an earth embankment, completed since 1894, for the trestling across the flat land on the west side, notwithstanding the gap left therein for the passage of water, will assist in backing the water up above the bridge during an extreme freshet. This will increase, at such time, both the volume and velocity of the water, forcing a passage between the piers with the result that, by reason of the property of inertia, the river section below will again be modified, and it is impossible to say in what direction or to what extent.

The water rose in 1894 to a much higher level than any previous recorded years, and there is a strong probability that, on account of the rapid denudation of the country of the timber, the summer freshets of future will often come with greater suddenness and in greater volume. This probability must not be lost sight of.

In dwelling upon the part the railway bridge has borne in the damage done directly by the river current, the intention has been simply to illustrate the evil results that invariably follow the placing of any casual obstruction purposely or otherwise in a large and rapid river. No great change in the present situation can be expected, but it will be pointed out, however, hereinafter in what way the railway company may possibly consent, by way of compensation, to render some assistance towards the effort it is proposed to undertake to guard permanently against future damage.

The natural forces tending to destroy the river bank on which in this report the most stress is laid, is the river current cutting on the face, and the pressure outwards of the seepage water. These are without doubt the most important, but it must not be overlooked that rain, snow, frost, and wind have very destructive influences upon it. A constant crumbling of the finer material of the upper strata is observable. During a heavy wind the fine sand torn from the face is often driven in clouds over the

bank, the gravel loosened thereby rolling to the bottom. It does not appear that this matter should be attended to by the government. It seems only reasonable that the property owners should after the bank is protected up to high water, attend to this matter at their own cost. It might be met by sowing Guinea, Bermuda or Marrum grass on the exposed face above the mattresses. Any one of these are suitable for sandy soil and having creeping roots will soon form a mat capable of resisting the action of the weather.

From the lower end of the mattress protection, referred to above, which appears to be in a fair state of preservation though requiring some attention, to section 4 at the lower end of the old steamboat landing, the erosion has been very slight and needs no special remarks. Below the landing the river has made the most serious inroad upon the bank, as far as the smelter, that is, along the river front of the properties of the Dominion and Smelter Company, a distance of 3,200 feet (Plate No. 1).

The destructive work of the current has been aided here by the seepage of water through the exposed face of the bank. This seepage may be attributed to the accumulation in low places, lying between the railway and the river bank, of the surplus water of the many streams flowing from the mountain side north of the track, which, owing to the choked condition of the railway ditches, the natural channel, and side drains, is unable to find its way quickly to the outlet below the smelter (Plate No. 1); the water thus collected sinks through porous strata to the underlying bed of clay along the top of which, in a depression or underground channel, it flows towards the river. The clay which in a dry state offers no inconsiderable resistance to the current becomes when surcharged with water a quicksand, or, as it is often called, 'gumbo.' During a high stage of water in the river the seepage water gathers on top of the clay which, in consequence, becomes saturated. As the river falls the pressure along the face of the bank is gradually withdrawn and the clay in the form of a quicksand is forced out by the back pressure of the accumulated seepage water causing landslips or subsidiaries. The material thus displaced yields more easily to the action of the current.

At the lower end of this bend the smelter now stands on the edge of the bank, one corner overhanging it. There has been excessive erosion of the bank here, the severity of which may be attributed to the unfortunate construction of a wing-dam built by the railway or smelter company at the upper end of the wharf. The remains of the dam, a combination of piling, brush and stone show up at the present stage of water about 50 feet above section 10 (Plate No. 1). This wing-dam was intended to protect the wharf as well as the smelter. It has done neither. The wharf is now in a dilapidated condition, utterly useless. The smelter is the same. And the river bank below, as well as above, is rapidly washing away.

On the upper end of the islands on the right hand side below the bridge the accumulation of drift has somewhat increased. This may be due to the drift caught in the eddies on that side and are eventually caught by its predecessors.

The fall of the river surface between section 'A' above the bridge and section 11, below the smelter, a distance of 7,100 feet, is about 5·5 feet. The velocity of the current is of course variable depending, between fixed points, upon the slope, the configuration of the bed and shore, and the material composing the latter. But it may be safe to assume that in no place where the slope is slight is the mean velocity less than two miles an hour, and where the greatest fall occurs with a uniform bed does it exceed eight miles an hour.

It has been frequently asserted that the natural and original channel at Revelstoke lies altogether on the west side and that it would be a very simple matter to throw the channel over to the side where it properly belongs. The existence of the 'big eddy' with other physical and unchangeable characteristics (see Plates Nos. 1, 2 and 3) is somewhat against this contention. But at any rate a river flowing over a sedimentary

bed and between sedimentary banks has no natural or original channel except that which is bounded by the rim rock on either side.

It is assumed that it is intended to undertake no work of which a reasonable guarantee of permanency cannot be given, and it is on this line that the suggestions following are made.

To thoroughly protect the river bank in the vicinity of Revelstoke exposed to the action of the current, it would be necessary to commence at the point opposite the 'big eddy' and carry the work down stream in a uniform and uninterrupted manner along the east bank to the point 'G' below the smelter. This would involve the removal of the cribwork at the bridge referred to hereinbefore as an objectionable structure, serving at present no useful purpose, the repair and extension of the 1,600 feet of the mattress protection below the bridge, the removal of the wharf at the smelter, the extension of a protection work to point 'G' and the improvement of the drainage of the stream flowing from the mountain whereby the damage arising from the seepage of water and accumulated in the low places back of the town, may be mitigated.

Many suggestions, crude but nevertheless valuable, have been made regarding the best method to follow in dealing with this question of bank protection. The writer's opinion is that it can best be accomplished, not by means of a wing-dam, or any other obstruction, the evils of which it has been the intention to make plain in the description given above of the works in connection with the railway bridge and smelter, placed in the stream for the purpose of diverting the flow from the eroding bank, but by a system of a bank protection which will, while offering the minimum of obstruction to the free and natural flow of the current, render the bank permanently stable. It seems to be the prevailing impression, due probably to the practice in placer mining, that a wing-dam built below the bridge, stretching from the east side down stream towards the west side, would force the water permanently in the desired direction in a new channel. It would be an exceedingly dangerous experiment to make in a large and rapid river such as the Columbia, flowing as it does, at the point under reference, over a bed and between banks of a sedimentary character, and having a difference of level between high and low water stages, in round numbers of 20 feet. It would be possible at great cost to construct a wing-dam in the direction desired, but no guarantee could be given of its stability after exposure to the force of the first freshet. Its failure would be inevitable and disastrous.

To undertake the whole of the work outlined above would involve the outlay of a large sum of money, and, in consequence, it is desirable for the present, to confine the expenditure to the most critical points, that is, where the destruction of the most valuable parts of the town is imminent. Therefore the work proposed herein will be confined to the bank below the bridge.

(1.) In the first place it is necessary as the river has not yet adjusted itself to the new condition at the bridge to extend and repair in some measure the mattress protection constructed in 1895 from 'B' to 'C' on the general plan (Plate No. 1). This will necessitate the sinking of a narrow and shallow mattress along the toe of the old work, and the building up of several depressions. If the railway company could be persuaded to remove the cribwork and substitute therefor brushwork a dangerous factor would be removed.

(2.) From the lower end of the mattress ('C' on Plate No. 1) down to section 4 ('D' on Plate No. 1) at the end of the old landing (Plate No. 1) the cutting, if any, is trifling, but at the same time there is no saying what may occur to induce it. For this reason, as well as for the sake of continuity in the work, a shallow mattress should be laid between these points.

(3.) From point 'D' round the bend to the smelter point 'E' (Plate 1) is the part requiring immediate and most careful attention. The work proposed here shall conform generally to the method adopted before, but with certain modification and

improvements, which, it is anticipated, add materially to its effectiveness, and permanency. This method, shown on Plate No. 4, consists in laying a brush mattress, kept in place by rock along the face of the bank varying in thickness from the fine tops of the brush laid on the bottom below low water mark, to about 18" at 4 feet above extra high water. The toe of the mattress will lay on the bottom at a distance from the bank sufficient to allow for the probable maximum depth should securing of the bed take place. At about a mean of high water an artificial bank presenting a uniform face to the current will be built up of brush, from which will extend up and down the face of the bank, spurs or ribs at 20 feet centres. These besides giving additional stability will intercept a sediment with which generally the brush will become covered, thereby adding to the life of the work. The bank would thus be rendered unassailable and the current in consequence will be gradually, but not violently forced away from it. The coarsest gravel and boulders from the bar opposite will be utilized in weighting the brush. The brush will be paid in alternate layers continuously upon the face of the bank and bound together securely with No. 6 galvanized iron wire, and clamps of timber held together with iron rods. The continuity of the work is a desirable feature and makes it immovable and practically indestructible. It has been advanced, and with reason, that the part of the brush subjected to wet and dry alternately will decay rapidly. It will do so no doubt but not as rapidly as supposed, especially if it becomes covered and crusted with sediment. It can be more readily and economically repaired than any other timber structure in a like position. To protect the bank with practically indestructible material, such as masonry or concrete, is impossible, the cost would be too great.

To meet the seepage difficulty it is absolutely necessary that the water of the mountain streams back of the town should be carried off as rapidly as possible by the natural channel to the outlet at the smelter, thereby reducing to a minimum the accumulation of water in the low places between the mountain and the river bank. To this end besides enlarging and otherwise improving the natural channels, it is proposed that the railway company should be approached and asked to enlarge and keep clear the ditches on both sides of the track and, if necessary, to ensure the rapid removal of the water from the north side, to increase the number of culverts. The fall from point 'F' to point 'E' (Plate No. 1) is 67 feet.

In order that the work may be completed in a thoroughly satisfactory manner before the next freshet, it should be commenced forthwith and carried on under a skilful superintendent with a large and efficient force of men. Work of this character can be executed by days labour more expeditiously, satisfactorily and economically than by contract. There are only from four to four and a half months left to do the work in, and, consequently, a commencement should be made immediately after the new year.

The cost of the work suggested above is estimated at $46,035.

(1) From 'B' to 'C' Plate No. 1 extending and repairing old work..	$ 2,500
(2) From 'C' to 'D' Plate No. 1 new work 1,100 ft. at $6.	6,600
(3) From 'D' to 'E' Plate No. 1 (*a*) new work 3,200 at $10	32,000
(*b*) Clearing and enlarging channel of stream and side ditches from 'F' to 'E' to carry off water from mountain streams 2,500 cubic yards at 30 cts..	750
	$41,850
Add 10% for contingencies and engineering expenses.. ..	4,185
	$46,035

To thoroughly complete the protection, the remains of the wharf at the smelter should be removed, and the brush work carried on down to 'G' (Plate No. 1.)

I have the honour to be, sir,
Your obedient servant,
(Sgd.) F. C. GAMBLE,
M. Inst. C. E.

NOTE.—The plates herein mentioned have been sent to you per Dominion Express Company.

File No. 2494—9 B.
No. 190381.

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH,
FROM VICTORIA, B.C., February 1, 1898.

To HON. ISRAEL TARTE,
Minister of Public Works,
Ottawa.

Unless work or river protection Revelstoke commences immediately no time to finish before high water when may we expect your answer on subject on terms of our Order in Council. Despatched January 8. Important.

(Sgd.) J. H. TURNER.

File No. 2494—9 B.
No. 190381.

OFFICE OF THE MINISTER OF PUBLIC WORKS OF CANADA,
OTTAWA, February 2, 1898.

Honourable J. H. TURNER,
Prime Minister,
Victoria.

MY DEAR SIR,—Your telegram of February the 1st has caused me some surprise. Nobody knows better than yourself that, owing to your refusal to contribute to the cost of the protection works at Revelstoke, I had to dismiss from the estimates a sum of $10,500 that had been put at my disposal by parliament for that work. On several occasions you have communicated with me and I have always given you the same answer, which then you cannot possibly ignore. It was in your power to comply with the conditions contained in the vote of the Federal Parliament. You have thought fit not to take advantage of that vote. I am very sorry indeed at your action. But of course you were prefectly free to do what you have done.

Truly yours,
(Sgd.) J. I TARTE.

File No. 2494—9 B.
No. 190382.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA,
VICTORIA, February 12, 1898.

Hon. J. ISRAEL TARTE,
Minister of Public Works.

DEAR SIR,—I am duly in receipt of yours of the 2nd instant, and am surprised at its tone. Representations made by members of this Government to Ministers at

Ottawa have invariably been couched in respectful terms, and I know of no circumstance in connection with the correspondence on the subject of the Revelstoke protection works justifying the curtness and evident temper which your note exhibits.

With respect to the amount on the Dominion Estimates, $10,500, which you say was dismissed because it had been ignored by this Government, I beg to state that it was not until the early part of the session of last year, some six months afterwards, that we were made aware of such sum being placed on the Estimates of your Department, and I consider that a formal notification of the intention of your Government in this matter would only have been courteous, not to say necessary, as it was one contemplating mutual action.

When the matter was brought to our attention it was during the work of a busy session, and we had not time to obtain the necessary report by an engineer upon which to base an estimate, even if we had regarded it as properly within our rights, which we did not then, and do no yet, think it was.

The contention of this Government is that the damages to the river banks at Revelstoke have been caused by the erosion of navigable waters, over which the Dominion Government alone has control: and that moreover the greater part of the townsite affected is the property of the Dominion Government and the title to which vests in it. Under these circumstances our representations were entitled to greater consideration than you appear to have given them.

However, owing to the danger imminent, and as a matter of local necessity, this Government has decided, without assuming any responsibility as to the action of navigable waters, to take steps to protect the river banks, and has urged your Government to co-operate, I am surprised, in the face of such danger as exists, that you should, even if what you allege were quite true, refuse to join with us now in undertaking protection work, which, in order to avoid disaster, must be done at once.

As you will see by the report of the engineer, which was forwarded to you some time ago, the amount necessary to complete the work will amount to about $46,000. You will also observe that if the sum of $20,000 had been expended, it would have been far from making it effective. Parliament is now in session at Ottawa and it should not be difficult, more particularly in view of what has been done in the case of the Stickine-Teslin railway, for you to arrange for the work to go on and have it provided for in the Supplementary Estimates.

I may say in case of disaster occurring whereby property and possibly life may be destroyed, your Department will properly be held responsible by the people of Revelstoke and the province generally.

I am, dear sir,

Very sincerely yours,

(Sgd.) J. H. TURNER,

Minister of Finance.

Telegram dated December 29, 1898, from the Hon. J. I. Tarte to Jos. Martin, not on file.

198590.
No. 3452—98.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
ATTORNEY GENERAL'S OFFICE,
VICTORIA, B.C., December 31, 1898.

The Honourable J. I. TARTE,
Minister of Public Works,
Ottawa, Ont.

SIR,—Your telegram of the 29th instant duly came to hand. We shall be very glad to see Mr. Roy and consult with him as to the work to be done on the Columbia River at Revelstoke.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) JOSEPH MARTIN,
Attorney General.

File No. 2494—9 B.
No. 200459.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
ATTORNEY GENERAL'S OFFICE,
VICTORIA, B.C., March 18, 1899.

The Honourable J. I. TARTE,
Minister of Public Works,
Ottawa, Ont.

MY DEAR MR. TARTE,—Although we have had several interviews with Mr. Roy with regard to the work now going on of protecting the banks of the Columbia River at Revelstoke, and it is understood that the manner in which the work is being done by our engineer, Mr. Gamble, is quite satisfactory to Mr. Roy and your Department, still there has been no formal communication from your Department with regard to this matter. As your House is now in session, I hope you will be able to assure us officially that at least one half of the cost of this work will be reimbursed to us by the Dominion Government.

Yours faithfully,
(Sgd.) JOSEPH MARTIN.

File No. 2494—9 B.
No. 265824.

CABINET DU PREMIER MINISTRE,
OTTAWA, le 19 avril 1899.

MON CHER TARTE,—Je vous mets sous ce pli une lettre de notre ami Jos. Martin, sur laquelle j'attire votre attention.

Bien à vous,
(Sgd.) WILFRID LAURIER.

L'hon. J. I. TARTE,
Ottawa.

SESSIONAL PAPER No. 120

File No. 2494—9 B.
No. 265824.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
ATTORNEY GENERAL'S OFFICE,
VICTORIA, B.C., April 11, 1899.

The Right Hon. Sir WILFRID LAURIER,
Ottawa, Ont.

MY DEAR SIR WILFRID,—When I was east, at the time I had the pleasure of meeting you in Quebec, I saw Mr. Tarte in Montreal and had an understanding with him with regard to protecting the river bank at Revelstoke in this province. On the faith of this understanding, the Government here have spent about $40,000 in connection with this work. Mr. Tarte's agreement was that the Dominion would pay one half the cost. I have just received a letter from him, stating that the matter would come before your council in connection with the supplementary estimates.

I drop you this note to let you know that this is a very important matter, and I hope there will be no difficulty whatever in connection with the appropriation. I have written Mr. Bostock to call and see you in connection with the matter, as he understands the importance of it. If the Dominion Government fail to carry out the understanding that we had, it would place Liberals in this province, including Mr. Bostock, in a very awkward position.

I may say that Mr. Tarte had a brush with Mr. Turner, the late Premier of this province, in connection with this matter, and in regard to which Mr. Tarte came out away ahead, but the result of it was that the appropriation which had been made by the Dominion Government for the purpose of paying one half the cost of said work was, for the time being lost to the province.

Yours faithfully,
(Sgd.) JOSEPH MARTIN.

File No. 2494—9 B.
No. 201477.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA,
LANDS AND WORKS DEPARTMENT,
VICTORIA, B.C., May 6, 1899.

SIR,—I have the honour to inform you that the total cost of the protection works at Revelstoke amounts to $33,175.83, as follows:—

Wages and materials	$32,358 48
Engineering and incidentals	817 35
	$33,175 83

By arrangement made this amount is to be borne jointly by the two governments, and I have, therefore, to request you to provide the sum of $16,587.91.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) F. CARTER COTTON,
Chief Commissioner of L. & W.

Hon. J. I. TARTE,
Minister of Public Works,
Ottawa, Ont.

No. 198514.

Telegram.

To Hon. J. I. TARTE,
Ottawa.

From Victoria, B.C.
November 23, 1899.

What about my conversation with you as to Dominion paying half cost of work at Revelstoke?

(Sgd.) JOSEPH H. MARTIN.

File No. 2494—9 B.

No. 209212.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA,
LANDS AND WORKS DEPARTMENT,
VICTORIA, December 11, 1899.

COLUMBIA RIVER AT REVELSTOKE.

MY DEAR MR. TARTE,—Adverting to the previous correspondence which has passed between us, relating to the promise of your Government to contribute one half of the cost of protecting the bank of the Columbia river at Revelstoke, I have now the pleasure of enclosing a statement of the expenditure, amounting to $33,107.53, made by the Government of British Columbia in connection with this work, certified to by Mr. J. R. Roy, Resident Engineer of the Department of Public Works of Canada.

The amount, therefore, to be contributed by the Dominion Government is $16,553.76.

May I ask that you will kindly arrange for the payment to this Government of the $10,000 appropriated at the last session of the House of Commons for this purpose, and that a further sum of $6,553.76 is placed in the estimates for the coming year to complete the contribution of the Dominion Government?

You will observe that the total expenditure comes within the estimated cost of the work, viz., $34,100.

Mr. Roy expressed himself to me as satisfied with the effectiveness and substantial character of the work and doubtless he has so expressed it in making his report to you.

I am, dear sir,

Yours truly,

(Sgd.) F. CARTER COTTON,

Chief Commissioner of Lands and Works.

SESSIONAL PAPER No. 120

File No. 2494—9 B.
No. 209212.

STATEMENT of Expenditure by the Government of British Columbia on Protection Works, near Revelstoke, Columbia River, year ending June 30, 1899.

One-half the amount to be repaid by the Dominion Government.

Pay lists—Foreman, assistants, labourers & teams	$24,438 46
Can. Pacific Ry. Co.—Freight charges, tickets, telegrams and wire	1,146 33
Dominion Wire Rope Co.—Galvanized wire	662 31
Albion Iron Works—Bolts, nuts, washers, &c	894 97
Hamilton Powder Co.—Dynamite, fuse	306 57
Bourne Bros.—Tools, camp utensils, groceries, tent, &c	661 11
F. Robinson—Lumber	903 15
Morris & Steed—Tools, tents, camp utensils, rope, &c	109 74
W. M. Lawrence—Tools, stoves, range, kettles, &c	427 89
J. Keonaghan—Office building, snow ploughs, extra work in office	246 75
C. B. Hume & Co.—Groceries, vegetables camp utensils, &c	577 27
F. McCarty—Meat, freight charges, &c	222 42
F. C. Gamble—Travelling expenses, $511.90; stationers, $8.25	520 15
J. R. Hull & Co.—Meat	60 33
R. Howson & Co.—Chairs, tables, &c	19 35
Canada Drug Co.—Stationery, &c	32 50
Revelstoke Saw Mill—Lumber	853 96
Revelstoke Iron Works—Repairs, tools, &c	11 60
S. Smith—Superintending, meals, berths, &c	485 00
Hotel Revelstoke—Meals and bed for Superintendent Smith	101 50
A. P. Cummins, P.L.S.—Making cross section of sounding Columbia River, 20 days at $10	200 00
A. P. Cummins, P.L.S.—Repairs to transit, includ. express charges	40 55
T. Righton—Powder, $15; rent of shack 2 mos., $2.50	20 00
F. J. Hamilton—Horse and sleigh (hire)	9 00
Dominion Express Company—Express charges	2 20
A. N. Smith—Bread	6 96
Kootenay Mail—Tender notice for purchase of buildings, &c	4 90
R. Gordon—Repairs, tools, &c	1 25
J. D. Bain—Duty, &c., grass seeds and car fare	9 25
P. Hindman & Co.—Grass seed	75 00
E. G. Prior & Co.—Augers	4 70
G. F. Curtis—Stationery	3 70
Field & Bews—Borax	1 00
H. Walton—Postage stamps	4 00
Gilley Bros.—Hauling wire to and from C.P.R., Westminster	6 00
T. Dunn & Co.—Tools	5 06
J. McMahon—Repairs, tools, &c	19 60
D. Jenkins—Repairs to portable forge	1 00
W. Fleming—Stove, wood, and hauling coal	10 50
A. G. Grafter—Fare to Green Slides and return	1 50
Total amount	$33,107 53

Certified (Materials delivered)
(Work performed)
(Prices fair and just)

(Signed) J. R. ROY,
Resident Engineer.

File No. 2494—9 B.
No. 209701.
118162.

January 20, 1900.

Sir,—Having reference to your letter of the 11th ultimo on the subject of the contribution by this Government towards the cost of the bank protection works in the Columbia River at Revelstoke, B. C., I am directed to state that a recommendation has been made to Council for the payment of the sum of $10,000 voted by Parliament for the purpose above mentioned.

I have the honour to be, sir,
Your obedient servant,
(Signed) JOS. R. ROY,
Acting Secretary.

F. C. Cotton, Esq.,
Chief Comr. of Lands & Works,
Victoria, B.C.

File No. 2494—9 B.
No. 209701.

The Government of the Province of British Columbia.
Lands and Works Department.
Victoria January 30, 1900.

Bank Protection Columbia River.

Sir,—I have the honour to acknowledge the receipt of your letter, No. 118162, dated 20th instant in which you state that a recommendation has been made to Council for payment of the sum of $10,000 voted by the Parliament of Canada as contribution of the Dominion Government towards the cost of the river bank protection at Revelstoke, B.C.

I have the honour to be, sir,
Your obedient servant,
(Signed) F. C. GAMBLE,
Public Works Engineer.

Jos. R. Roy, Esq.,
Acting Secretary,
Department of Public Works,
Ottawa, Canada.

No. 209726.

Extract *from a Report of the Committee of the Honourable the Privy Council, approved by His Excellency on February 1, 1900.*

On a memorandum dated January 20, 1900, from the Minister of Public Works, submitting that Parliament at its last session, voted the sum of $10,500 as a contribution towards the cost of bank protection works in the Columbia river at Revelstoke, British Columbia.

The Minister states that the Government of British Columbia have executed the works in question—the amount expended on the same being $33,107.53, as per statement attached hereto, certified by Mr. Jos. R. Roy, resident engineer.

The Minister therefore recommends that authority be given for the payment to the Government of British Columbia of the sum of $10,500 granted by Parliament as a contribution towards the cost of bank protection works in the Columbia River at Revelstoke, British Columbia.

The Committee advise that the requisite authority be granted accordingly.

(Signed) JOHN McGEE,
Clerk of the Privy Council.

The Honourable
The Minister of Public Works.

No. 209726.

STATEMENT of Expenditure by the Government of British Columbia on Protection Works near Revelstoke, Columbia River, Year ending June 30, 1899.

One-half the amount to be repaid by the Dominion Government.

Pay lists—Foreman, assistants, labourers and teams	$24,438 46
Can. Pacific Ry. Co.—Freight charges, tickets, telegrams and wire.	1,146 33
Dom. Wire Rope Co.—Galvanized wire	662 31
Albion Iron Works—Bolts, nuts, washers, &c.	894 97
Hmilton Powder Co.—Dynamite, fuse detonators, &c.	306 57
Bourne Bros.—Tools, camp utensils, groceries, tent, &c.	661 11
F. Robinson—Lumber	903 15
Morris & Steed—Tools, tents, camp utensils, rope, &c.	109 74
W. M. Lawrence—Tools, stoves, range, kettles, &c.	427 89
J. Keonaghan—Office building, snow ploughs, extra work in office.	246 75
C. B. Hume & Co.—Groceries, vegetables, camp utensils, &c.	577 27
F. McCarty—Meat, freight charges, &c.	222 42
F. C. Gamble—Travelling expenses, $511.90; stationery, $8.25.	520 15
J. R. Hull & Co.—Meat	60 33
R. Howson & Co.—Chairs, tables, &c.	19 35
Can. Drug & Book Co.—Stationery, &c.	32 50
Revelstoke Saw Mill—Lumber	853 96
Revelstoke Iron Works—Repairs, tools, &c.	11 60
S. Smith—Superintending meals, &c.	485 00
Hotel Revelstoke—Meals and bed for Superintendent Smith.	101 50
A. P. Cummins, P.L.S.—Making cross section of sounding Columbia River, 20 days at $10	200 00
A. P. Cummins, P.L.S.—Repairs to transit, includ. express charges.	40 55
T. Righton—Powder, $15; rent of shack 2 mos., $2.50.	20 00
F. J. Hamilton—Horse and sleigh (hire)	9 00
Dominion Express Company—Express charges	2 20
A. N. Smith—Bread	6 96
Kootenay Mail—Tender notice for purchase of buildings, &c.	4 90
R. Gordon—Repairs, tools, &c.	1 25
J. D. Bain—Duty, &c., grass seeds and car fare	9 25
P. Hindman & Co.—Grass seed	75 00
E. G. Prior & Co.—Augers	4 70
G. F. Curtis—Stationery	3 70
Field & Bews—Borax	1 00
H. Walton—Postage stamps	4 00
Gilley Bros.—Hauling wire to and from C.P.R., Westminster.	6 00

T. Dunn & Co.—Tools	$ 5 06
J. McMahon—Repairs, tools, &c	19 60
D. Jenkins—Repairs to portable forge	1 00
W. Fleming—Stove, wood, and hauling coal	10 50
A. G. Grafter—Fare to Green Slides and return	1 50
Total amount	$33,107 53

Certified (Materials delivered)
(Work performed)
(Prices fair and just)

(Signed) J. R. ROY,
Resident Engineer.

File No. 2494—9 B.
No. 210636
118593.

February 19, 1900.

SIR,—Adverting to previous correspondence on the subject of the contribution of this Government towards the cost of the protection works executed in the Columbia river at Revelstoke, I now have the honour to inclose to you herewith a cheque for the sum of $10,500 being the amount voted by Parliament at its last session for the works in question.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) J. R. ROY,
Acting Secretary.

The Hon. F. C. COTTON,
Commissioner of Lands and Works,
Victoria, B.C.

File No. 2494—9 B.
No. 210636.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
TREASURY DEPARTMENT,
VICTORIA, February 27, 1900.

J. R. ROY, Esq.,
Acting Secretary, Department of Public Works,
Ottawa.

SIR,—I have the honour to acknowledge the receipt of your letter of the 19th instant No. 118593, inclosing the Department's cheque for $10,500 as the amount voted by the Dominion Parliament last session towards the cost of the protection works on the Columbia river at Revelstoke executed by this Government.

I herewith inclose official receipt for same.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) ALFRED FLETT,
Deputy Minister of Finance.

SESSIONAL PAPER No. 120

File No. 2494—9 B.
No. 210636.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
TREASURY DEPARTMENT,
VICTORIA, February 27, 1900.

($10,500.)

Received from Department of Public Works, Ottawa, the sum of ten thousand five hundred dollars being the amount voted by the Dominion Parliament towards the cost of the protection works at Revelstoke, executed by the Provincial Government.

(Sgd.) ALFRED FLETT,
Deputy Minister of Finance.

File No. 2494—9 B.
No. 216597.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
LANDS AND WORKS DEPARTMENT,
VICTORIA, July 27, 1900.

Bank Protection—Columbia River at Revelstoke.

SIR,—Having reference to the previous correspondence relating to the contribution of the Government of the Dominion of Canada towards the cost of the works executed for the protection of the bank of the Columbia river at Revelstoke, I have now the honour to ask that the balance of one-half of the cost to be contributed by your Government, viz:—

$6,053.76 will be remitted to this Government. This sum, I am informed, was voted at the last session of the House of Commons for the purpose.

The account stands as follows:—

Total cost of works as set forth in statement of account to the Hon. the Minister of Public Works in letter dated December 11, 1899, signed by Mr. J. R. Roy, resident engineer	$33,107 53
One half to be contributed by the Government of the Dominion of Canada	16,553 76
Cheque forwarded by the Department of Public Works of Canada in letter No. 118593 dated February 17, 1900.	10,500 00
Balance due	$ 6,053 76

I have the honour to be, sir,

Your obedient servant,

(Sgd.) W. C. WEBBS,
Chief Comr. of Lands and Works.

The Hon. the MINISTER OF PUBLIC WORKS,
Ottawa, Ont.

File No. 2494—9 B.
No. 216597.

OFFICE OF THE MINISTER OF PUBLIC WORKS OF CANADA.
OTTAWA, August 2, 1900.

To the Hon. the CHIEF COMMISSIONER OF LANDS AND WORKS,
Victoria, B.C.

SIR,—I have the honour to acknowledge receipt of your communication of the 27th ultimo, addressed to the Honourable the Minister of Public Works, with reference to the sending of the amount to be contributed by this Government for the bank protection of the Columbia river at Revelstoke. In reply, I beg to inform you that the Hon. Mr. Mulock, who is acting as Minister of Public Works in Mr. Tarte's absence, is out of town for a few days and that as soon as he is back I will place your letter before him for his consideration.

Yours faithfully,
(Sgd.) .....
Assistant Private Secretary.

File No. 2494—9 B.
No. 217485.
122145. August 20, 1900.

SIR,—I have the honour to forward to you, herein enclosed, a cheque for the sum of $6,053.76 in payment of the contribution of the Government of the Dominion of Canada towards the cost of the works executed by the Government of British Columbia, for the protection of the bank of the Columbia River at Revelstoke.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) J. R. ROY.
Acting Secretary.

The Chief Commissioner of Lands and Works,
Victoria, B.C.

File No. 2494—9 B.
No. 217485.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA,
LANDS AND WORKS DEPARTMENT,
VICTORIA, August 27, 1900.

Columbia River Bank Protection.

SIR,—I have the honour by direction of the Honourable the Chief Commissioner of Lands and Works to acknowledge receipt of your favour of 20th inst. together with cheque for $6,053.76 being balance of one half cost of the Revelstoke protection work as agreed.

I have the honour to be, sir,
Your obedient servant,
(Sgd.) WM. McNEILL,
Secretary.

J. R. Roy, Esq.,
Acting Secretary,
Department of Public Works,
Ottawa, Ont.

File No. 2494—9 B.
No. 217485.
No. 540.

GOVERNMENT OF BRITISH COLUMBIA,
TREASURY, VICTORIA, August 23, 1900.

$6,053.76.

Received from Dominion Government the sum of six thousand and fifty-three 76/100 dollars being balance of one half cost of the Revelstoke protection works as agreed.

(Sgd.) ALFRED FLETT,
Deputy Minister of Finance.

(Letter of February 8, 1907, from the Commissioner of Lands and Works, B.C., not on file.)

No. 308017.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
LANDS AND WORKS DEPARTMENT.
VICTORIA, September 13, 1907.

Revelstoke District.

SIR,—I beg to call your attention to the amounts expended by the Province of British Columbia during the past year on river protection work at Revelstoke on the Columbia River and at Chilliwack on the Fraser River. These works we have always claimed should have been undertaken and carried out by the Federal Government, but as the danger was imminent and pressing we had to see the necessary work done.

The amounts expended are as follows:

Revelstoke	$39,416 20
Chilliwack	16,931 70
	$56,347 90

I would ask you to give this matter your careful consideration and trust you will see your way clear to have provision made in your next Estimates for a refund to the Province of the above amount.

I beg to point out in connection with our claim that in 1899-00 a similar matter namely the expenditure of $33,107.52 at Revelstoke, was taken up with your Department, and a refund of half the amount was arranged and paid to the Province; so that if you cannot see your way clear to refund the whole of the amount first mentioned above, I would ask that the same course be followed in this case and that we be rebated one half said amount.

Trusting this matter will commend itself to your favourable consideration.

I have the honour to be, sir,

Your obedient servant,

(Signed) FRED. J. FULTON,
Chief Commissioner of Land W.

(Letter dated September 17, 1907, to Minister, not on file.)

308017.

September 25, 1907.

Fred. J. Fulton, Esq.,
Chief Commissioner of Lands and Works,
Victoria, B.C.

Sir,—I am directed to acknowledge the receipt of your letter of the 13th instant, drawing attention to an expenditure of $56,347.90, incurred by your department during the past year on river protection work at Revelstoke on the Columbia River and at Chilliwack on the Fraser River. In reply, I beg to state that the question of refunding the amount to your Government will have careful consideration.

I have the honour to be, sir,
Your obedient servant,
(Signed) F. GELINAS,
Secretary.

P.C. 2533.

310614.

Extract *from a Report of the Committee of the Privy Council, approved by the Governor General on November 21, 1907.*

On a memorandum, dated November 19, 1907, from the Minister of Public Works submitting that on April 14, 1907, a large field of ice loosened by the rise of water in the Columbia river was carried by a rapid current directly against the dam erected at Revelstoke, B.C., causing a gap in it of about 60 feet by a depth of about 5 feet.

That the height of water during the spring and summer has prevented the work of repairs to the broken dam being attended to, but now, the water having lowered sufficiently to allow of these repairs being carried out, it is important that they be done without delay as the ice which will soon form will considerably increase the damages.

That the accident in question was brought to the attention of the Department of Public Works in the first days of the month of May last, after the prorogation of Parliament, and, in consequence, no provision could be made in the way of a grant of money for the execution of the repairs.

The Minister states that in consequence of the present low stage of water which permits of proceeding with such repairs, estimated by the Chief Engineer of the Department of Public Works at $10,000, it is a matter of urgent necessity that the repairs should be executed without delay in order to prevent any further damages by the ice and the possible utter destruction of the work.

The Minister, therefor, recommends, the necessity being urgent and the Minister of Finance having reported that there is no parliamentary provision from which the expenses can be defrayed, that a special warrant of His Excellency the Governor General do issue for the sum of $10,000 for the execution of the repairs to the dam at Revelstoke, Columbia River, B.C., a similar amount to be included in the supplementary estimates for 1907-1908.

The Committee submit the same for approval.

(Sgd.) RODOLPHE BOUDREAU,
Clerk of the Privy Council.

SESSIONAL PAPER No. 120

File No. 2494—9 B.
No. 316365.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA.
LANDS AND WORKS DEPARTMENT,
VICTORIA, February 13, 1908.

Revelstoke and Chilliwack Districts.

SIR,—I herewith beg to confirm telegrams which passed between us recently, as follows:—

January 31, 1908.

'To the Hon. the MINISTER OF PUBLIC WORKS,
Ottawa, Ont.

'Immediate necessity exists carry on works costing five thousand dollars to protect bank of Fraser river at Chilliwack. This Government consented last year to contribute five thousand dollars Dominion Government contributing like amount for similar protection aid the work at Chilliwack to extent one half estimated cost namely two thousand five hundred dollars.

'(Sgd.) FRED FULTON,
Chief Commissioner.'

'FRED. J. FULTON, February 4, 1908.
'Chief Commissioner, Victoria.

'*Re* your telegram January thirtieth kindly furnish reasons why Federal Government should assist in work requested at Chilliwack. Is this not a matter for provincial authorities?

'(Sgd.) WM. PUGSLEY, *Minister.*'

'Hon. WM. PUGSLEY, February 4, 1908.
Minister of Public Works, Ottawa.

'Reply your telegrams this date, reason work required is that Fraser a navigable river and should properly be entirely undertaken by Federal Government. Precedents at Revelstoke on Columbia and Matsqui on Fraser.

'(Sgd.) FRED. J. FULTON, *Chief Commissioner.*'

and have now to acknowledge your reply of the 6th instant reading as follows:—

'F. J. FULTON, OTTAWA, February 6, 1908.
Chief Commissioner L. & W., Victoria.

'Have considered request *re* Chilliwack and am prepared to recommend to Council that Federal Government aid work there to extent one half estimated cost, amely two thousand five hundred dollars under same conditions as Matsqui.

'(Sgd.) WILLIAM PUGSLEY,
Minister of Public Works.'

and for which I beg to express my thanks.

In this connection I desire to draw your attention to the fact that on September 17, 1907, a letter was addressed to you by myself giving the amounts expended by this Government in protection works at Revelstoke on the Columbia river, and at Chilliwack on the Fraser river, up to that time. The amount for Chillwack therein specified as being $16,931.70 was inserted through an oversight, as this amount was for protection work at another point and one where the work would have to be provided for provincially. I find, however, that in a previous letter to the Minister of Public

Works, under date February 8, 1907, signed by Hon. R. G. Tatlow, Chief Commissioner of Lands and Works, the expenditures for Chilliwack up till the end of the year 1906 are correctly enumerated, and totalled the sum of $42,396.58. In addition to this amount there was expended on similar work at this point during the year 1907, $110.26, and to the end of January of the present year $136.50 making a total to January 31, 1908 of $42,643.34, expended in the construction of works to prevent the encroachment of the Fraser river in order to secure the safety of the Chilliwack dyke. This sum, together with the expenditure for Revelstoke stated in my letter of September 13 before mentioned, namely $39,416.20 make a sum total of $82,039.54. I may add that for the remainder of the present year there is an estimated expenditure of $5,000 to aid in further protection work at Chilliwack.

It will not be necessary for me to review the grounds upon which the Government requests the Dominion to reimburse this province in the amounts above stated. A reference to the communication of February 8, 1907, herein referred to, will demonstrate the strong claims of the province in this regard, and I can only urge that you give the whole question your consideration at an early date, as it is most desirable that a proper understanding be reached regarding same.

I beg to urge, in addition to the above, the question of the Dominion Government assuming the whole expenditure of the protection works at Matsqui and Chilliwack, and that the Federal Government will be pleased to reimburse this province in the total sum thus expended, as well as to assume, in future, any works necessary to prevent any encroachment of the rivers in question on their banks.

I have the honour to be, sir,

Your obedient servant,

(Sgd.) F. J. FULTON,

Chief Commissioner of L. & W.

File No. 2494—9 B.
No. 316365.

February 20, 1908.

SIR,—In Honourable Dr. Pugsley's absence for a few days from Ottawa, I beg to acknowledge receipt of your letter of the 13th instant, with regard to protection works at Chilliwack, on the Fraser river, and in reply to state that your communication will be brought to the attention of the Minister upon his return to the city.

Yours truly,

(Sgd.) .....

For Private Secretary.

FRED. J. FULTON, Esq.,
Chief Commissioner, Lands and Works,
Victoria, B.C.

No. 317321.

April 21, 1908.

SIR,—With further reference to your favour of February 13, 1908, addressed to the Honourable the Minister of Public Works, asking that the Government of the Province of British Columbia be recouped for expenditures incurred in bank protection work on the Columbia and Fraser rivers, I beg to state that this Department cannot see its way to make payment, in view of the fact that the works in question were not authorized.

Yours truly,

(Sgd.) J. B. HUNTER,

Acting Deputy Minister.

FRED. J. FULTON, Esq.,
Chief Commissioner, Lands and Works,
Victoria, B.C.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA,
LANDS AND WORKS DEPARTMENT,
VICTORIA, May 20, 1908.

No. 318752.
4783/7-8.

Revelstoke District.

SIR,—I have the honour to acknowledge receipt of your communication of the 21st ult. in reference to the question of the desired re-imbursement by this Government of certain sums expended in the protection of the banks of the Columbia and Fraser rivers, and have duly noted contents of same.

In this connection I desire to point out that while the work in question may not have been authorized, at the same time they were absolutely necessary; and that further in the year 1898 or 1899, the Dominion Government refunded to this Government certain sums expended for similar work performed under similar conditions and which had not been previously authorized, and I trust the question will be given reconsideration as a consequence.

I have the honour to be, sir,
Your obedient servant,

(Sgd.) FRED. J. FULTON,
Chief Commissioner of L. & W.

The Deputy Minister of Public Works,
Ottawa, Ont.

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